

The complaint

The S Trust is unhappy that The Royal London Mutual (Royal London) won't remove a Trustee without further documentation.

What happened

Mrs B took out a life insurance policy with Royal Liver Assurance (Royal Liver) which commenced on 23 August 2007. On 5 September 2007 she placed the insurance policy into Trust, I will refer to the Trust as the S Trust. The Trustees were noted within the Trust Deed as being Mrs B and Ms C M.

Mrs B is representing the S Trust and so I will refer to her throughout this decision.

Royal London acquired Royal Liver and so they are responsible for the administration of this policy. I will refer only to Royal London throughout this decision.

In 2010 a deed of variation was provided to Royal London by Mrs B's adviser to add two more Trustees - Mr B and Mrs M. In May 2010 a deed of retirement of a Trustee was signed by Ms C M who agreed to be removed as Trustee. This meant that the Trustees of the S Trust from that date were Mrs B, Mr B and Mrs M.

In early 2025 Mrs B reached out to Royal London as she wanted to remove Mrs M as a Trustee. Royal London responded to ask for some more information from Mrs B as her name didn't match the details they held. Mrs B provided some identification to Royal London on 12 February 2025.

Mrs B raised a complaint, she said that it was taking too long for Royal London to action her request to remove Mrs M as a Trustee. On 14 February Royal London emailed Mrs B and told her that the Trustees were herself, Mr B and Ms C M. A deed of retirement of Trustee document was sent to Mrs B which required Mrs M to sign it to agree to be removed as a Trustee.

Mrs B contacted Royal London on 5 March 2025 and explained that Mrs M could not sign the document they had sent to her. And she explained she was worried because Mr B was also in ill health. Mrs B also said that Ms C M should have been removed as Trustee.

On the same day Royal London emailed Mrs B to confirm that Ms C M had been removed as Trustee. They answered another question Mrs B had asked them and said they would be back in touch to let her know if they could remove Mrs M as Trustee without Mrs M's signature on the document. The next day Royal London emailed Mrs B and confirmed they were unable to remove Mrs M as Trustee without her signing the document they provided. It was suggested to Mrs B as a longer-term solution she could seek Power of Attorney for Mrs M.

Royal London issued a response to Mrs B's complaint, they explained that the information Mrs B had initially provided to them didn't match the details they held on file. That meant

they needed further information from her, as soon as that information was received Royal London provided Mrs B with the deed which needed to be completed.

Unhappy with the response Mrs B referred her complaint to this service. She said, in summary, that she was unhappy that Royal London would not remove Mrs M without Mrs M's signature even though she had explained the health issues she had.

Royal London explained to this service that they do not have standard variation deeds for the situation specific to Mrs B's circumstances. They can't offer advice to Mrs B and so they can't remove Mrs M until they are provided with a bespoke deed.

An Investigator provided their assessment. They didn't uphold Mrs B's complaint, in summary they said that Royal London had made an error when they told Mrs B that Ms C M was still a Trustee, but an apology was enough to resolve that part of Mrs B's complaint. And that Royal London required Mrs B to provide them with a deed of removal of Mrs M as Trustee for them to remove her. This deed was not something Royal London could provide to Mrs B. And, it wouldn't be reasonable to ask Royal London to remove a Trustee without following the correct procedure as a Trust is a legal agreement.

Mrs B didn't agree with the assessment, she asked for an Ombudsman to consider this complaint. She said that she felt as though this service was saying she wasn't being truthful about Mrs M's health.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I appreciate this will come as a disappointment to Mrs B but I'm not upholding this complaint. When considering what's fair and reasonable in the circumstances, I need to take account of relevant law and regulations, Regulator's rules, guidance and standards and codes of practice, and what I consider to have been good industry practice at the time. Whilst I have considered everything that has been provided to this service, I don't intend on commenting on each item. Instead, I will focus on what I have determined are the key aspects of the complaint.

I think it's important for me to explain to Mrs B that by putting her life insurance policy into Trust she created a legal relationship whereby the Trustees appointed hold the policy for the benefit of the beneficiaries of the Trust. So, ownership and control of the policy was passed from her to the Trustees based on the wording of the Trust deed that she signed. That is why there are additional requirements on Mrs B when she asks for changes to be made.

For changes to be made to a Trust there are legal requirements that Royal London must follow.

Royal London provides some standard documents to their customers to make simple changes to a Trust. For example, the removal of a Trustee with the Trustee's agreement. But they don't provide bespoke documents where the situation is more complicated – like in Mrs B's case where Mrs M cannot sign to agree to her removal as Trustee. Royal London cannot make changes without Mrs B providing them with a satisfactory document. I appreciate Mrs B's strength of feeling and was sorry to hear about Mrs M's health. However, I'm not able to direct Royal London to remove a Trustee without them being provided with the correct documentation.

Mrs B has expressed disappointment in Royal London suggesting that she obtain Power of Attorney over Mrs M. I appreciate that for Mrs B this was not a welcome solution for her and Mrs M based on everything she has told this service about Mrs M's health and personal circumstances. I was sorry to hear that the suggestion upset Mrs B, but I don't think it was Royal London's intention to cause upset. I think Royal London were trying to be helpful by explaining that there were other options which Mrs B could explore.

I was also saddened to read that Mrs B felt this service did not believe her when she explained how unwell Mrs M is. I'd like to assure her that wasn't the case. The issue at hand isn't whether anyone believes that Mrs M is unable to sign the document provided by Royal London. I trust that what Mrs B has explained to this service is the truth and have no reason to doubt her explanation. But, as the Trust is a legal relationship there are processes that Royal London must follow in order to remove Mrs M as Trustee.

Summary

Mrs B has explained that Mrs M is unable to sign the document Royal London provided to her to agree to be removed as a Trustee of the S Trust. Royal London have said they don't have a standard document whereby the Trustee being removed cannot sign and I wouldn't expect them to produce one.

I don't doubt what Mrs B has explained about Mrs M's health. However, I can't ask Royal London to remove a Trustee unless they are provided with the right documentation. That's because a Trust is a legal relationship and so there are rules Royal London need to follow.

My final decision

I don't uphold the S Trust's complaint about The Royal London Mutual Insurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 6 February 2026.

Cassie Lauder
Ombudsman