

The complaint

Mrs C complained about how a claim was handled by Legal and General Assurance Society Limited on a life assurance policy.

What happened

Both parties know the history of the complaint in detail and so I won't repeat them here. To summarise, Mrs C raised a claim on her joint life assurance policy in mid-2023 following the death of her husband. The claim to date is still on-going. Mrs C complained about L&G's request for the original death certificate, she has also raised about delays in dealing with the claim.

To set out the scope of this complaint, as a service, we've previously reviewed a complaint about claim delays. As such, this complaint will only be covering the period between 16 May 2024 and 17 September 2024.

Our investigator upheld the complaint. They couldn't say what had happened with the original death certificate, but thought there had been avoidable delays. He awarded £100 compensation to Mrs C. L&G accepted the outcome but Mrs C appealed. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both L&G and Mrs C a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

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

Based on what I've seen so far, I intend to uphold the complaint. However, I intend to award a further £200 compensation. I've set out my reasons below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether L&G acted in line with these requirements when assessing Mrs C's claim.

At the outset I acknowledge that I've summarised her complaint in far less detail than Mrs C has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because

I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I'm sorry to hear about Mr C's death. I wish Mrs C all the best for the future and hope that L&G are able to resolve the claim quickly going forward.

I've separated out the two complaint points to help with clarity below:

Original death certificate

I agree with what our investigator said for the same reasons on this point.

There is no evidence from L&G's notes that an original death certificate was received. There is also no evidence that the original death certificate was sent by Mrs C.

Ultimately, I don't see the need for the original death certificate as it doesn't provide L&G with any further information that they don't already have. So, I don't think L&G has done anything wrong on this point.

Delays

Our investigator pointed out information that L&G requested from Mrs C in late-October 2024. This information could have been requested a lot earlier. This was the reason for the £100 compensation award.

However, looking at the claim history, L&G first requested information from the Spanish funeral director in late-March 2024. It looks like this request was sent again in mid-May 2024 but then wasn't chased up again until late-September 2024. It doesn't appear that L&G wrote to the Spanish hospital until October 2024 even though it was suggested to do so in March 2024.

I do think there have been significant delays on this case as outlined above. Mrs C has mentioned she's in financial difficulties and so the above delays have caused her considerable trouble and upset. So, I don't think £100 compensation is adequate in this complaint. I'm intending to tell L&G to pay an additional £200 compensation to make it a total of £300 compensation."

I set out what I intended to direct L&G to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

L&G confirmed they didn't agree with my provisional decision. They said Mrs C hadn't complained about delays and so compensation shouldn't be considered in this complaint for it.

Mrs C accepted my provisional decision.

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've thought carefully about the responses to my provisional decision. Having done so, while

I appreciate it will come as a disappointment to L&G, my conclusions remain the same. I'll explain why.

I'm unclear why L&G are raising this as an issue. Our investigator reviewed the delays and awarded £100 compensation. L&G responded to their outcome and accepted the compensation. They didn't object to delays being reviewed at that point.

L&G has also recently looked into a further complaint about delays for Mrs C. In this new final response letter, they inform Mrs C that they'd only be looking into delays since 17 September 2024. This was because they'd issued a previous final response letter which covered these issues prior to that. I find the response to my decision and the other information available contradicting.

Even so, I've reviewed the correspondence around the time and think Mrs C raised dissatisfaction about how long the claim was taking. So, this would mean it's within the scope of this complaint whether L&G issued an official response to it or not. However, even if Mrs C hadn't raised dissatisfaction, as a service we have an inquisitorial remit which would allow me to review the delays to the claim.

As L&G has only objected to us looking into the delays and hasn't provided anything which could lead me to depart from my provisional decision on the merits of the complaint, my final decision remains the same as my provisional decision, and for the same reasons.

As set out in my provisional decision, this complaint only considers complaint points up to 17 September 2024. Should Mrs C be unhappy with the recently issued final response letter, she would be able to bring it to us to review. Likewise, I understand that L&G have now declined the claim. This is a separate issue which hasn't been considered here. Mrs C will need to raise this as a complaint with L&G if she's unhappy with the claim outcome.

Putting things right

To put things right, L&G should pay a total of £300 compensation to Mrs C

My final decision

For the reasons I've explained above, I uphold this complaint and direct Legal and General Assurance Society Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 7 August 2025.

Anthony Mullins
Ombudsman