

## **The complaint**

Mrs G complains that Legal and General Assurance Society Limited ('L&G') gave her misleading information about her critical illness insurance policy.

## **What happened**

In 2001, Mrs G took out a critical illness policy and a separate level term assurance policy, both with 20-year terms.

L&G carried out a review of the critical illness policy in 2019. It wrote to Mrs G to advise her that her premiums didn't need to increase. It also said a further review would be carried out in 2024.

Both of Mrs G's policies then ended in November 2021.

In 2024, Mrs G contacted L&G as she needed to make a claim under the critical illness cover. L&G advised her that both policies had ended in 2021. Mrs G complained about this, as she said L&G hadn't told her in advance that her policies were going to end. She also thought L&G's letter from 2019 gave the impression that her cover would continue until at least 2024.

L&G accepted that its 2019 letter didn't take into account Mrs G's policy end date. It offered her £100 compensation for this. Unhappy with this, Mrs G brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. He didn't think it would be reasonable to ask L&G to reinstate the cover beyond the policy end date. He thought L&G's offer of compensation was fair for any confusion caused by its 2019 letter.

Mrs G didn't accept our investigator's findings and so the matter has been passed to me for a 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.

Mrs G took out policies with a 20-year term. The policies ended at the correct date.

Mrs G contacted L&G in May 2024 as she'd sadly been diagnosed with a critical illness and had noticed that monthly direct debits were no longer being taken from her bank account for the policies. Though L&G hadn't taken any premiums for two and a half years by this point. If Mrs G had forgotten that her cover was going to end in 2021, I think this ought to have highlighted to her that her cover was no longer in place.

L&G says its normal process is to send letters to customers to remind them about the expiry of their policy. It says a letter is sent three months before expiry and then again one month

before expiry. Unfortunately, L&G can't provide a copy of these letters due to the length of time since Mrs G's policies ended.

Mrs G says she didn't receive any letters from L&G advising her that her cover would end. Though as L&G has pointed out, Mrs G had moved house and hadn't told it of her new address. I've noted Mrs G's explanation that she had redirection in place for her post, though I don't know when this started or ended, so I can't be sure that it was in place when L&G's letters were sent.

Whilst I can't rule out that L&G didn't send the letters, I think this is unlikely. I say this because Mrs G had two separate policies that ended within a few days of each other. I think it's unlikely that L&G wouldn't have sent the reminder letters for two different policies. Given that Mrs G hadn't updated her address with L&G, I think this is the most likely explanation as to why she didn't receive the letters.

L&G wrote to Mrs G in October 2019 to confirm it had carried out her five-year premium review for her critical illness cover. It advised her that her next review would take place in 2024. L&G accepts this letter didn't take into account the end date of Mrs G's policy.

This letter did give the impression that Mrs G's critical illness policy would still be in place in 2024. I appreciate that when Mrs G received the 2019 letter, she may not have remembered the exact year her cover would end, given she'd taken it out many years before.

However, I don't agree with Mrs G that L&G ought to extend the term under her policy because of this letter. She chose a 20-year term, and this is what she paid for. As I've said, I think Mrs G ought to have reasonably been aware that her cover ended when she stopped paying the premiums after November 2021. And I think it's likely that L&G did send letters reminding Mrs G of the end of her policies. Whilst I appreciate Mrs G didn't receive these, I think this is most likely because she hadn't updated L&G with her new address.

L&G offered Mrs G £100 compensation because its 2019 letter hadn't taken into account her policy end date. I'm satisfied this was reasonable and reflected the confusion caused to Mrs G.

### **My final decision**

Legal and General Assurance Society Limited has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Legal and General Assurance Society Limited should pay Mrs G £100 if it hasn't already done so\*.

\*L&G must pay the compensation within 28 days of the date on which we tell it Mrs G accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 10 September 2025.

Chantelle Hurn-Ryan  
**Ombudsman**