

The complaint

Mr M complains that Legal and General Assurance Society Limited (L&G) repeatedly failed to provide reasonable adjustments for his disabilities when he contacted it to obtain a valuation of his pension plan. He says L&G's (in) actions were directly in breach of the Equality Act 2010 and he would like to be further compensated for the impact the matter had on him.

What happened

On 21 August 2025 Mr M contacted L&G for a valuation of his pension plan with a view to transferring it to a new provider. Unfortunately he wasn't able to answer the initial security question that was put to him so L&G said it couldn't pass him to the appropriate department. Mr M said L&G needed to make reasonable adjustments for his disabilities and asked to speak to a manager, but L&G said that wasn't possible within its usual process and arranged for a manager to call Mr M the following day.

Mr M didn't receive the call he expected from L&G and over the following week he called several times in respect of the lack of communication and also to complain about the experience he had when making the calls. He said L&G had failed to implement the reasonable adjustments he had asked for due to his disabilities and hadn't explained why it didn't consider his requests "reasonable."

In L&G's response to the complaint it accepted that one of its managers should have called Mr M back to avoid prolonging his distress. It said it didn't manage his expectations of when it would contact Mr M – meaning he had to call it back. It also hadn't been correct to say the complaint team was unable to call Mr M, as it may have been possible for it to do that. It said that while it wasn't always easy to ensure a customer is given immediate attention to their requests it should have done better given the situation was outside of its usual process. It offered to pay Mr M £75 for the distress and inconvenience caused.

Mr M didn't think L&G had properly addressed the issues that he'd raised and thought it should pay him a greater amount of compensation for the distress and upset he'd suffered. So he brought his complaint to us. He set out a number of issues he thought L&G had omitted from its investigation into his complaint.

Soon afterwards it was confirmed that Mr M had transferred his pension plan to a new adviser.

One of our investigators looked into the matter. They thought that L&G's offer of compensation was fair and reasonable making the following points in support of their assessment:

- Although the Equality Act 2010 places a duty on service providers to consider making reasonable adjustments for disabled customers, it doesn't require them to agree to every reasonable adjustment request.
- The security checks Mr M was asked to undergo are important and a legal

requirement, so they thought it was reasonable for L&G to follow this process. They also thought it was reasonable for L&G to use password protected emails.

- There was no evidence that Mr M had been victimised under the relevant section of the Equality Act because he made a complaint.
- It wasn't realistic to expect a manager or equivalent from L&G to be able to speak with Mr M at any time. Mr M received a call back within a reasonable timescale to try to resolve the complaint.
- We are required to consider whether L&G acted fairly in this matter but not to act as the regulator. They thought that L&G had considered Mr M's additional needs and adjustments and had explained when they couldn't reasonably be met.
- But L&G had caused Mr M some distress and inconvenience and had offered £75 compensation, which they thought was fair and reasonable in this case.

Mr M didn't agree. He set out a number of issues he thought had been omitted from the investigation of his complaint. He wanted confirmation of whether the investigation process itself was discriminatory, and whether the level of compensation offered was adequate. He asked for his complaint to be referred to an ombudsman – so it's been passed to me to review.

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.

In doing so, I've taken into account relevant law and regulations, Regulator's rules, guidance and standards, codes of practice, and what I consider to have been good industry practice at the time. This includes the Principles for Businesses ('PRIN') and the Conduct of Business Sourcebook ('COBS')."

Our service is set up to provide an alternative, informal, quick, and accessible route for people to get an outcome in their dispute with a financial business. To achieve this, rather than looking at, examining, and responding to every point raised by parties in detail, we consider what is at the heart of the complaint, and what is relevant to deciding what is fair and reasonable in all the circumstances.

I have taken that approach here with Mr M's complaint, and so I won't be answering all of his questions in turn. I don't mean this as a discourtesy to any of the points he's made and I can confirm I have read and considered everything provided, including all the submissions. My decision will concentrate instead on the matters that are material to the outcome of Mr M's complaint.

When Mr M first called L&G I understand that he required a valuation of his policy so that he could take the necessary steps to transfer his pension. For L&G to provide that information it needed to ensure it was talking to Mr M himself so had to go through its verification and identification process.

I should first say I wouldn't expect L&G to discuss plan details with a customer until that process was completed for the protection of both parties. The first part of the process was completed satisfactorily but this only verified some basic personal details. So L&G needed to ask further questions which were more "plan specific". Again I don't think this was unreasonable. If Mr M's identity had been compromised at all it would be relatively easy for someone to answer questions about his name and address for example. Questions specific to his plan would almost certainly eliminate such a possibility.

Unfortunately, due to issues arising from his disabilities, Mr M was unable to answer any of the “plan specific” questions posed – which led to L&G suggesting it “*couldn’t complete security*”. Mr M then asked it to make reasonable adjustments so that he could continue with his request. L&G had already confirmed that Mr M had a disability it needed to be aware of, and as an accessibility requirement he’d told it, “*Ideally, I’d like an email from you with the policy number and the valuation sent in like a PDF format that would accommodate my needs.*”

I think L&G did try to make reasonable adjustments for Mr M when he initially failed the security verification. These included asking additional questions around the contributions made to the plan, when the policy began, offering to send out a benefit statement by post which would include the account number so Mr M could call back and verify his ID, offering to check if Mr M had an online account which could be used to provide the information, and sending (the previous years) benefit statement to Mr M’s registered email address or by post. Unfortunately, due to his disabilities, Mr M said he was unable to utilise any of those options because of the “barriers” they caused. Mr M then said he wanted to speak to a manager about his reasonable adjustment requests. The timeline of events after that point, in summary, was that:

- Mr M wanted to speak with a supervisor at that time. The operator was only able to arrange a call back with a manager which they couldn’t confirm using an email because they weren’t able to do so. The call was then ended.
- Mr M called back around 20 minutes later to raise a complaint regarding the termination of the earlier call when he requested reasonable adjustments for his disability. Mr M wanted to speak directly to the complaints team, but then on being told the complaint was being investigated he asked for a manager call him back after having listened to all the calls between him and L&G. The end result was that the operator explained its process didn’t allow customers to be put through to the complaints team and that a manager would call Mr M back the following day.
- Mr M called back the following day to explain that he hadn’t received the expected call back from a manager. He was told that his earlier complaint was being investigated and he would be notified of the outcome in due course. Mr M thought that the lack of a call back meant L&G saw his reasonable request as being unreasonable. During the call Mr M was able to speak with a manager, but the call ended without a resolution. The manager explained Mr M’s complaint was being investigated but would take time to conclude and said he would provide a transcript of the calls Mr M had with L&G.
- On 26 August 2025 Mr M had to contact L&G again because he hadn’t received a resolution to his complaint. Mr M said he wanted the call he’d made the previous Friday to be included in his complaint and requested a transcript of that call. The operator confirmed emails had been sent to Mr M about his complaint, but Mr M said they’d been sent securely and that he was unable to access them because of the “*challenge*” that posed him because of his disability. Mr M restated that he hadn’t received a call back about his complaint and wanted to speak with the complaint team at this time.

Mr M also disputed that his complaint had been investigated because the emails he’d received didn’t contain a complaint reference number. The call ended with the operator unable to put Mr M through to the complaints team directly and confirming that the complaint was being investigated and an outcome would be communicated as soon as reasonably possible.

- On 29 August 2025 L&G’s complaint team spoke twice with Mr M to further understand his situation and set out how it would respond to him. It agreed to provide

transcripts of the calls as well as a final response to his complaint – which was then issued around 8 September 2025.

I think it's important to set out this timeline to understand the sequence of events that occurred and what Mr M's complaint was. In simple terms it was that L&G had failed to make reasonable adjustments to accommodate his request and his position, and that it continued to ignore his reasonable adjustment requests to contact him and then investigate his complaint. So that's the matter I'm considering. It's important that we're not making, or seen to be making, a finding that the Equality Act 2010 has been breached – that's a matter for the Courts, not us, but I can look at whether L&G treated Mr M fairly in respect of his reasonable adjustment requests.

Having listened carefully to the calls between Mr M and L&G it would seem to me that L&G could have done some things better here. Firstly I think it should have been clearer and more precise when explaining the process for a manager to make a call back. I know Mr M thinks a reasonable adjustment would have been for a manager to speak to him during the call he was engaged on but, while the Equality Act says that businesses have a duty to make reasonable adjustments for customers who are placed at a substantial disadvantage due to their disability, it is in law only required to make adjustments which are reasonable. I don't think it was unreasonable for L&G to suggest this just wasn't possible at that time and its usual process was to arrange a manager call back when that manager is better prepared to deal with a situation or complaint that has arisen.

I don't think it's unreasonable for a large organisation not to be able to guarantee that any employee would be available immediately to speak to a consumer. But what I would have expected was for L&G to be clearer about its call back process and, a reasonable adjustment to Mr M's circumstances would have been to ensure a clear time and date was given for such an action and to make that time as soon as was practically possible. Mr M had told L&G that his disability would mean he would be concerned and worried about the situation until he was able to speak to someone to resolve it - so I think L&G should have done more to avoid the additional stress that was caused.

L&G has also confirmed that Mr M was wrongly told he couldn't be put through to the complaints team directly during one call, as this could possibly have been done. I'm not persuaded this would have led to the resolution Mr M might have hoped for as I think that team would only have been able to tell him that it was dealing with his complaint and would communicate its outcome in due course. But it may have provided Mr M with some comfort in speaking directly to that team and he may have been better informed about the complaint's progress and process thereafter.

During one call an operator suggested that Mr M had received some emails from the team about his complaint, but as the email didn't include a complaint reference number and was about a subject access request, Mr M remained unconvinced that his complaint was being looked at. So a discussion with the team directly may have alleviated that concern and I can understand why this would have simply added to Mr M's overall distress and worries. I also think that one of the calls with a manager could have been handled better and did little to explain the situation or deal with Mr M's concerns.

So L&G could have done better in dealing with Mr M here. It could have been clearer in explaining its processes and confirming that not all Mr M's reasonable adjustment requests could be implemented.

But at the same time L&G accepted these issues and has explained that it didn't provide Mr M with the sort of customer journey and experience it could have, considering his additional requirements. L&G has offered Mr M £75 for the distress and inconvenience these matters caused. I don't take lightly the impact this all had on Mr M over a period of time. He's

told us how issues like this which are unresolved affect his neurodivergence and that he “*was unable to sleep*” because his reasonable adjustments relating to the manager’s call weren’t carried out as they should have been. I can understand that this matter did have an impact on his well-being and feeling of being discriminated against.

But when taken overall, and for the impact this matter had, I think L&G’s offer is within the range of what I’d expect to see for this kind of issue. So I think it’s fair and reasonable in all the circumstances.

My final decision

Legal and General Assurance Society Limited has offered Mr M £75 for the impact this matter had on him and the trouble and upset that was caused. I think that’s fair and reasonable – so that’s what it should pay.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 9 January 2026.

Keith Lawrence
Ombudsman