DRN-6109904

The complaint

Mr and Mrs R complain that Legal and General Assurance Society Limited (L&G) won't retrospectively reassess a claim on their life assurance policy.

What happened

Mr and Mrs R took out a life assurance policy with L&G in 2006. Mr R was diagnosed with a medical condition in April 2019. I'm sorry to hear about Mr R's diagnosis and the impact this has on his health. I wish him and his family all the best.

Mr and Mrs R contacted L&G by phone to raise a claim. Mr and Mrs R have said they sent completed claim forms to L&G. However, L&G didn't progress the claim as they've said they didn't receive any forms. During a conversation with a financial adviser in 2025, Mr and Mrs R were suggested to raise the claim with L&G again. L&G have said the benefit has now ended and they won't be able to retrospectively review the claim. Unhappy, Mr and Mrs R raised a complaint. L&G didn't think they'd done anything wrong so didn't uphold it. Still Unhappy, Mr and Mrs R brought the complaint to this service.

Our investigator didn't uphold the complaint. They didn't think L&G had acted unfairly. Mr and Mrs R appealed. They said the claim forms were definitely returned to L&G. They said they didn't receive the reminder from L&G and during the phone call they were told the claim wasn't valid. As no agreement could be reached, the complaint has been passed to me to make a final 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.

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 with how they handled Mr and Mrs R's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr and Mrs R, I've reached the same outcome as our investigator.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs R have, 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.

Mr and Mrs R were making a claim for terminal illness. The definition for which in the policy terms and conditions is as follows:

"*If either Life Assured has a Terminal Illness, namely an advanced or rapidly progressing incurable illness where, in the opinion of an attending consultant and our Chief Medical Officer, the life expectancy is no greater than 12 months, L&G will make an advance payment of the Sum Assured. This benefit will not be available during the 18 months immediately before the Expiry Date.*"

L&G have provided us with a copy of the call notes when the claim was initially raised. This included the following:

"*He has a lot of phlegm on his chest and was advised to claim on the insurance. During the call wife got upset because she couldn't answer how long LE (life expectancy) was. She was told by the spec (sic) that it was impossible to give this disease a time frame but was told it could be weeks to months. However she could rule out more than 12 months… it was agreed to send a claim form. Have managed her expectations though.*"

Mr and Mrs R have sent us a copy of their completed claim form. They've said they sent it but aren't able to provide any evidence of it being sent. L&G don't have any records of it being received.

L&G have provided a letter addressed to Mr and Mrs R two months after the claim was initially raised. The letter advises Mr and Mrs R they haven't received a claim form yet. L&G have also provided screenshots of their system which suggests the letter was sent. Mr and Mrs R have said they didn't receive the letter.

Mr and Mrs R's policy was taken out with a 20-year term. So, the policy is due to end in May 2026. This means that no claims can be paid for terminal illness after November 2024. Mr and Mrs R believe they have a valid claim from 2019. L&G have said they won't retrospectively assess the claim as there was no evidence of a prognosis of less than 12 months, no claim form was provided at the time and Mr R has outlived the terminal illness definition.

Mr and Mrs R have said they accepted they didn't have a valid claim after being told so during a phone call. The notes make it clear that whilst their expectations were managed about the claim, it was still best to send in claim forms for it to be reviewed in full.

There isn't any evidence that Mr and Mrs R sent the claim form to L&G. However, even if I accept their testimony that they did, it wouldn't change my outcome. It's clear from their notes that L&G didn't receive the claim form, or if they did, it wasn't processed properly. Either way, L&G then wrote to Mr and Mrs R advising them they hadn't received it and asking them to send it. I'm satisfied that this was most likely sent, so it should have been received. If it wasn't, I can't hold L&G liable for this. Even if their claim form had been initially incorrectly processed, L&G still took action to try to progress the claim. I also think there is some responsibility on a claimant if they haven't heard anything from an insurer to check the claim is progressing.

Based on the specific circumstances of this case, I don't think it's unreasonable for L&G to have not retrospectively assessed the claim. So, I won't be asking them to do anything further.

Mr and Mrs R have also said that waiver of premiums haven't been applied. In their final response letter, L&G have said they're able to consider this further in line with the policy terms. Should Mr and Mrs R be unhappy with the outcome, they'd need to raise this as a new complaint.

I'm very sorry that my decision doesn't bring Mr and Mrs R more welcome news at what I

can see is a very difficult time for them. But in all the circumstances I don't find that L&G has treated Mr and Mrs R unfairly, unreasonably, or contrary to the policy terms and conditions in how they've handled Mr and Mrs R's claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.
I don't require Legal and General Assurance Society Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 27 February 2026.

Anthony Mullins
Ombudsman