

The complaint

Mr M and Mrs M complain about not being sent the policy terms and conditions in a durable medium by The Royal London Mutual Insurance Society Limited (RL) for their life and critical illness policy.

What happened

Mr M and Mrs M took out a life and critical illness policy with RL in 2022. They've said they didn't receive the terms and conditions when the policy was first taken out or after requesting them by email in April 2022. They asked for them again in February 2024 but said again they didn't receive them. They were finally received when they submitted a claim in October 2024. The claim was declined due to the condition being claimed for not being covered by the policy.

RL has accepted the terms and conditions weren't sent to Mr M and Mrs M until October 2024 and awarded £150 compensation. Mr M and Mrs M were unhappy and brought the complaint to this service. The complaint has been passed to me to make a final decision.

As an investigator hadn't considered the complaint yet, I issued a provisional decision in this case. This allowed both RL and Mr M and Mrs M 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 don't intend to uphold Mr M and Mrs M's complaint.

Firstly, it's important to explain the remit of this complaint. Mr and Mrs M have brought a previous complaint to this service about the outcome of the claim. An ombudsman decided that RL hadn't done anything wrong by declining the claim. As part of that complaint, the ombudsman considered Mr M and Mrs M not receiving the policy terms and conditions.

As we've already addressed the impact on the outcome of the claim, I can't consider it again. So, in this complaint, I'm only considering the distress and inconvenience caused to Mr M and Mrs M for the service failings.

It's not in dispute that RL didn't send the terms and conditions to Mr M and Mrs M after they'd requested them in April 2022 and again in February 2024. RL has apologised to Mr M and Mrs M and offered them £150 compensation for the distress and inconvenience caused.

I appreciate it would have been frustrating for Mr and Mrs M to not receive the terms and conditions. It would have caused them inconvenience in having to request them again. It also would have caused them distress after receiving them and finding out Mr M's

condition wasn't covered by the policy. I'm sorry to hear about Mr M's diagnosis and wish him the best for the future. Having considered everything in the round, and in line with our website guidelines, I think the £150 compensation offered by RL is fair and reasonable in the circumstances. This is because I think this has caused an unreasonable amount of distress and inconvenience which has required a reasonable amount of effort to sort out. I understand that this has been paid to Mr and Mrs M and so RL doesn't need to do anything further."

Therefore, I wasn't minded to direct RL to do anything further as I thought the compensation they had already offered was reasonable.

Responses to my provisional decision

RL didn't respond to the provisional decision by the deadline.

Mr M and Mrs M confirmed they didn't agree with my provisional decision. In summary, they thought the scope was being considered too narrowly. As a result, they didn't think the full impact of the distress and inconvenience had been considered.

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 Mr M and Mrs M, my conclusions remain the same. I'll explain why.

I acknowledge I've only summarised Mr M and Mrs M's response to my provisional decision above. I have however considered all the points they've raised. Having done so, Mr M and Mrs M haven't provided any new information in their response. I was aware already of everything they've said. This means their points have already been considered in coming to my provisional decision and I see no reason to change my outcome. So, my outcome remains the same for the same reasons.

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 The Royal London Mutual Insurance Society Limited to do anything further.

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

Anthony Mullins
Ombudsman