

## **complaint**

Mr D has complained about the decision by Legal & General Assurance Society Limited to postpone his application for a life assurance policy.

## **background**

In July 2014, Mr D and his wife applied to L&G for a joint life assurance policy. Before it accepted the application, L&G wanted to obtain further details of a medical condition from which Mrs D had suffered in the past. In August 2014, L&G wrote to Mr and Mrs D to say that it was willing to offer them cover and asked them to let it know when they wanted the policy to start. Shortly after the above letter was sent Mr D suffered a serious medical condition and L&G decided to postpone his application for cover.

Mr D complained to L&G but it did not change its decision. He then referred his complaint to this service. He said the above letter formed the contract between him and L&G and the policy started on the date of the letter.

## **our initial conclusions**

Our adjudicator did not recommend that the complaint should be upheld. She did not think the policy started when L&G sent Mr D the letter. She thought that as Mr D became ill before the policy started, L&G was entitled to postpone the issue of the policy.

Mr D did not agree with the adjudicator's view.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I think that it was reasonable for L&G to want to obtain more information about Mrs D's medical history. L&G did this with reasonable speed and it did not result in any material delay to Mr and Mrs D's application.

I have seen a copy of the letter that L&G sent to Mr D in August 2014. The letter says:

*"Your cover will start on the date you request".*

I am satisfied that this shows that cover was not in place when the letter was sent and would not be in place until Mr D had told L&G when he wanted it to start.

The letter also says:

*This offer is valid until ... October 2014 unless you change the information you've already given us.*

I am satisfied that Mr D should have understood that if there was a change of circumstances, which changed the information he had give L&G, the offer would no longer be valid.

L&G has provided details of its underwriting policy. This shows that it will not cover people who suffer the same illness as Mr D for two years after they become ill.

It is unfortunate that Mr D became ill before he notified L&G when he wanted the cover to start. However, cover had not started and I am, therefore, satisfied that L&G was reasonably entitled to say that it would not cover Mr D for two years after he became ill.

**my final decision**

For the above reasons my final decision is that I do not uphold this complaint. I make no award against Legal & General Assurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 January 2016.

Charles Bacon  
**ombudsman**