

The complaint

Mrs G has complained that Legal and General Assurance Society Limited (L&G) failed to contact her during the term of her life assurance policy.

What happened

Mrs G and Mr G took out life assurance policies through a third party in 2004. This complaint concerns Mrs G's policy only. The policy was a level term assurance policy with a term of 20 years and a sum assured of £200,000. Mrs G thought that at the end of the term she would receive a lump sum payment. She complains that during the term of the policy L&G did not contact her or communicate with her. She has said that L&G didn't give advice, provide further information or review her policy. Mrs G believes that L&G failed in its duty to communicate with her.

Our investigator didn't find that L&G had done anything wrong. Mrs G appealed.

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 summarised the background to this complaint - no discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've reviewed the file and considered the representations Mrs G has made with care. Having done so, and although I'm sorry to disappoint Mrs G, I agree with the conclusions reached by our investigator for the following reasons:

- Mrs G has expressed concern about the sale of this policy to her. However the policy wasn't sold by L&G so I'm not able to consider the sale in this decision – only the actions of L&G.
- In order to uphold Mrs G's complaint I would need to find that L&G did something wrong. The documentation it sent needed to be clear, fair and not misleading. The schedule explains that the policy is term assurance without profits and the term is 20 years. The schedule sets out too which of the policy conditions apply. Mrs G has confirmed she received this documentation. The term did run for 20 years and had a valid claim been made the benefit would have been paid. I do understand Mrs G's disappointment as she understood that she would receive some payment at the end of the term. There is nothing in the documentation that says this or would have given this impression.
- As indicated, L&G didn't sell the policy to Mrs G and wasn't therefore obliged to give any advice. Nor was it obliged to review the policies as there were no changes during the term. It was open to Mrs G to call, as she did in 2023. L&G has confirmed its

customer services team are trained to discuss policies and provide information about them.

- I note that following a thematic review, guidelines were introduced by the Financial Conduct Authority in December 2016 for fair treatment of long-standing customers in the life insurance sector. This guidance added an extra level of detail about the Financial Conduct Authority's expectation to improve customer outcomes. In response, from December 2018, L&G started writing to its customers every five years to provide them with an overview of their policies. I find that this was fair and note that 'protection reminder' letters were sent in 2020. Although Mrs G has said that she didn't receive this letter, I'm satisfied that it was sent and to the correct address.
- The relevant regulations provide that insurers must treat their customers fairly. In all the circumstances here, I don't find that L&G treated Mrs G unfairly, contrary to regulation or her policy terms. This being so there is no basis for me to require L&G to refund the premiums paid or make any other payment to Mrs G.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 3 October 2024.

Lindsey Woloski
Ombudsman