

## **The complaint**

Mrs L has complained that Legal and General Assurance Society Limited removed her name from a decreasing term assurance policy.

## **What happened**

The details of this complaint are well known to both parties and not in dispute. In summary Legal and General took an instruction from Mrs L's ex-partner to remove her from a joint decreasing term policy. Mrs L discovered this when she called Legal and General a month later.

The investigator felt that the apology and compensation paid by Legal and General was sufficient. He didn't recommend that it do anything further. Mrs L appealed.

I apologise for the time taken to get to this stage of our process.

## **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.

Having done so I agree with the conclusion reached by the investigator for these reasons:

- Mrs L would like answers to her questions as to why this happened in the first place and would like policies to be put in place to ensure this doesn't happen to other customers in the future. She also doesn't feel that Legal and General's explanation accounts for certain facts. This service isn't able to tell a financial business how it should operate, nor direct it as to what policies it should have in place. The Financial Ombudsman Service doesn't regulate financial businesses – that is the role of the Financial Conduct Authority. Rather our role is to provide an impartial, informal, dispute resolution service. Legal and General has said that the removal of Mrs L's name from her policy was due to human error. It has admitted that this shouldn't have happened. It has apologised and paid compensation of £400. I find that was fair.
- I do understand how distressing this has been for Mrs L, particularly given the background to the matter. Legal and General didn't let Mrs L know she had been removed from the policy, and it must have been very upsetting for her to discover this during a phone call. However Legal and General rectified the matter quickly and reinstated the cover. There is no evidence that Mrs L was disadvantaged for the period that she was taken off the policy. I haven't disregarded her submission that the impact on her children would have been great had she died during this time. But I must consider what did happen, rather than hypothetical situations which didn't.
- I accept that the matter would have caused Mrs L alarm, upset and inconvenience and I find that compensation is merited for the service she received overall. But I'm satisfied the sum already paid is reasonable in the circumstances.

**My final decision**

For the reasons given above 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 L to accept or reject my decision before 12 December 2023.

Lindsey Woloski  
**Ombudsman**