

## **The complaint**

Mr C and Mrs C have complained that The Royal London Mutual Insurance Society Limited declined Mrs C's claim. They have also complained about the service they received.

## **What happened**

In summary Mr C and Mrs C have complained that Royal London declined a claim for Total Permanent Disability that Mrs C submitted under their policy.

The policy will pay the benefit if Mrs C meets the working task definition. This requires (as far as it relevant here) that she is suffering from an illness or injury which prevents her from doing at least two out of the six named working tasks without the assistance of another person, but with the use of appropriate devices, as set out in her policy document.

Royal London didn't consider that Mrs C met the policy definition, it said that there were several treatment options that she could explore and therefore didn't agree that she would be permanently unable to perform any of the listed tasks.

Mrs C then referred her policy to our service. Our investigator didn't recommend it be upheld, and they considered that the offer of compensation that Royal London had made was fair.

Mrs C remained unhappy, so that matter has been referred to me to determine.

## **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'm aware I've summarised the background and some sensitive medical details - 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. Having reviewed the complete file and all representations made I agree with the conclusion reached by our investigator. I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mr and Mrs C's policy and the circumstances of their claim, to decide whether I think Royal London treated them fairly.

It is clear that Mrs C suffers from more than one chronic condition and has done for some years. She is unwell and often in pain. According to her evidence she is not getting better but getting worse. However, in order for the benefit to be paid under the policy diagnosis of a condition/s is not enough. The policyholder must satisfy the working tasks definition by permanently being unable to do two out of the six working tasks without assistance. This is a high bar.

When Royal London assessed Mrs C's claim it considered the Functional Capacity assessment that she underwent in March 2022. I haven't disregarded the representations that Mrs C made regarding the assessment. But I find it was fair for Royal London to rely on it in addition to the other medical evidence. The two tasks that Mrs C had most difficulty with were the walking and the lifting tasks. The report didn't conclude that the problems Mrs C presented with were permanent and it suggested that there were treatment options that might assist her.

Royal London also looked at Mrs C's medical records, but these didn't indicate that treatment options, such as physiotherapy, had been explored. In these circumstances I don't find that Royal London treated Mrs C unreasonably or unfairly by declining her claim when it did in reliance on this evidence – this appears to be December 2022 although the same response was reissued in May 2023. I recognise that Mrs C tried to claim earlier, but it is only the latest decline I am considering in this decision.

I note too that Mrs C feels her medical records don't accurately reflect the treatment she has had, for example she says that she had attended a pain clinic and had physiotherapy. I can see that this was a matter of concern for Mrs C and I understand why. Nevertheless, this doesn't lead me to conclude it was unfair for Royal London to rely on the information in the medical records and the Functional Capacity report when assessing her claim.

Of course, Mrs C is not prevented from presenting new medical evidence to Royal London for it to consider. I note that she has sent this service a GP letter dated February 2024 – but this hasn't yet been considered by Royal London so doesn't form part of the reasoning for my decision. It follows that I don't uphold the part of Mr and Mrs C's complaint relating to the claim decline. I don't find Royal London turned down Mrs C's claim unreasonably based on the information it had when it issued its final response letter.

However, I do find that Mrs C has experienced some poor service. Royal London accepts this, has apologised and ultimately offered compensation in the sum of £350. I understand that this sum has been paid. Mrs C suffers with her health and Royal London was aware that this was the reason for her claim. But I find Royal London's dealings with Mrs C lacked some empathy. In addition to documentation that Mrs C would have found lacking in understanding, there was a difficult call in April 2023. I can hear that the adviser was trying to explain the decision Royal London had come too and wasn't wrong to do so. But it seemed that Mrs C was left not understanding why her claim hadn't been met given what she felt was the severity of her conditions. I understand that the call was stressful for her and I do find that overall compensation is merited. But in all the circumstances I'm satisfied that the payment made is fair.

I'm sorry that my decision doesn't bring Mr C and Mrs C more welcome news at this time.

### **My final decision**

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

I don't find that Royal London treated Mr C and Mrs C unfairly by declining Mrs C's claim.

The Royal London Mutual Insurance Society Limited has paid compensation in the sum of £350 and I find this offer is fair in all the circumstances.

I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 15 May 2024.

Lindsey Woloski  
**Ombudsman**