

The complaint

Mr R has complained that Legal and General Assurance Society Limited has used an incorrect expiry date for his income protection claim.

What happened

The background to this complaint is well known to the parties so I won't repeat it in detail here. In summary Mr R claimed under his group income protection policy in 1990. The claim has been in payment ever since. Mr R complains that the benefit should end when he reaches his state pension age of 66, whilst L&G say the benefit terminates when he reaches 65.

Our investigator didn't recommend that the complaint be upheld.

As no agreement has been reached the matter has been passed 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 - 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 complete file and considered the representations made after our investigator's view. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. For the following reasons I agree with the conclusion reached by our investigator. I'll explain why:

- Mr R's has provided his policy booklet issued in 1986 – it is a summary of the provisions of the scheme as they applied from November 1985. It sets out when employees will be entitled to *Payment of Benefit*. It provides *Normal Retiring Age* is “*your 65th birthday if you are a man or your 60th birthday if you are a woman*”. So this definition governs the cover provided – it is not dependant on Mr R's State Pension Age. I don't agree that the definition set out in the booklet is linked to the State Retirement Age, which was subsequently amended by statute. So, I don't find that L&G were at fault in confirming the terms that applied.
- I haven't disregarded Mr R's submission that his employer's intention was that employees would be covered until their state pensions became payable. However there is no independent evidence that this is so, and it is contrary to the term in the policy booklet Mr R has submitted. There is nothing to suggest that the terms were modified.
- For clarity I would make clear that the terms of the scheme were selected by Mr R's then employer (when the cover was arranged in 1985). The policy premiums would

have been priced accordingly – fixed at a retirement age of 65. I do appreciate the effect this will have on Mr R, but the scheme rules were agreed by his employer at the time and I don't find them to be unfair. Further, although it is unfortunate that the original documents are not available, as the sale was in 1985 L&G is not bound to have retained them.

- Mr R argues that L&G ought to have written to him after the Pensions Act 2011 came into force to advise him that his pension age would remain as 65. But as the scheme has its own definition – confirmed in the booklet Mr R has – I don't find there was any need for L&G to write to Mr R to confirm this.
- I recognise that Mr R will be disappointed by my decision and I'm sorry it doesn't bring him more welcome news. But in the circumstances, I don't find that L&G have done anything wrong in advising Mr R that his benefit will terminate when he reaches 65. I don't find that its actions are contrary to law, unfair or unreasonable.

My final decision

For the reasons given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 March 2024.

Lindsey Woloski
Ombudsman