

## **The complaint**

Mr C is unhappy that ReAssure Life Limited trading as ReAssure ceased his waiver of premium claim and asked him to complete an authority.

## **What happened**

Mr C claimed a waiver of premium benefit in 2017. This was reviewed in 2019 and ReAssure took the policy over in 2021. In 2023, ReAssure contacted Mr C to review his claim and it asked him to complete a form and provide medical evidence.

Mr C complained as he was unhappy with the blanket authority ReAssure asked him to complete. He asked why ReAssure couldn't use existing publicly available information.

ReAssure responded to confirm it couldn't use information in the way Mr C was suggesting and sent him a shorter version of the form to complete but with the same authority enclosed.

Mr C remained unhappy and referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think ReAssure had done anything wrong.

Mr C disagreed and asked for an Ombudsman's decision. And so the case has been passed to me to decide.

## **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 don't think this complaint should be upheld. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. The background to this matter is well known to both parties so I won't repeat it here. And I have carefully considered everything Mr C has said, even if I don't explicitly refer to it in my decision. Instead, I will focus on what I consider to be key to my conclusions.

The terms say:

*"Periodically, we will request medical evidence whilst we are paying premiums, to confirm that the relevant life assured is still disabled...We will pay for any medical evidence we request."*

Mr C is unhappy about completing a form for ReAssure to be able to request information from a number of organisations, such as his previous employer.

The form is a standard form sent to all policyholders where ReAssure needs to review a claim. So ReAssure hasn't done anything wrong by sending the form to Mr C or asking him to complete it. This is usual industry practice, and I wouldn't expect ReAssure to review

publicly available information, as suggested by Mr C, about court cases where relevant information may or may not be available. The correct process is to ask Mr C to provide his authority to request relevant information.

Mr C is concerned that the form is a blanket authority which would allow ReAssure to contact various organisations including his previous employer. I can see why Mr C is unhappy about this especially since he hasn't worked for his previous employer for a number of years.

ReAssure hasn't said that it will contact Mr C's previous employer and I would expect ReAssure to only request evidence relevant to the claim, in line with its legal and regulatory obligations.

At the same time, it isn't unreasonable for ReAssure to send a standard authority form to its policyholders. I am further satisfied that ReAssure explained to Mr C that it required up to date medical evidence. And it also asked him to provide any recent reports as that may speed things up.

In its final response letter, ReAssure confirmed it was conducting a routine review to get an update on Mr C's current medical condition. It said it had been contacting Mr C at his last known address and had emailed him – but when it didn't receive a response by April 2023, it ended the claim and asked Mr C to start paying premiums again. It also confirmed in July 2023 that if his claim remained valid and unchanged it would reinstate the benefit and waive any missed premiums.

I note Mr C says his previous medical reports confirmed he was totally and permanently disabled and so ReAssure shouldn't have to review his claim any further. The terms allow ReAssure to periodically review the claim so I can't say it should never review the claim again. However, ReAssure has confirmed that where a policyholder is totally and permanently disabled, it will consider the frequency of reviews and the type of evidence it requests.

During our investigation, ReAssure has suggested that measures can be put in place so that only certain organisations/third parties are contacted (such as Mr C's GP/consultants) and that anyone else isn't contacted without contacting him first. It would be up to ReAssure to explain who else it may need to contact and ask Mr C for further authorities, if relevant. I think this is sensible and if this is what Mr C requires, he should agree this with ReAssure directly.

Overall, I don't think it was unreasonable for ReAssure to request consent or end the claim when Mr C refused. I appreciate the point Mr C has made about the various other parties ReAssure could contact using the blanket authority. But there is no evidence that ReAssure was planning on contacting numerous parties for excessive or irrelevant information. It confirmed it wanted an update on his medical condition and that isn't unreasonable.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 January 2025.

Shamaila Hussain  
**Ombudsman**