

## The complaint

Miss S is unhappy that Legal and General Assurance Society Limited ('L&G') declined her claim for Total and Permanent Disability (TPD) benefit under her life insurance with critical illness cover policy.

## What happened

Miss S has a critical illness cover policy underwritten by L&G. She made a claim for benefit which was declined because L&G said Miss S didn't meet the policy criteria.

Miss S complained and unhappy with L&G's response, referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think L&G had unfairly declined the claim. Miss S disagreed and asked for an Ombudsman's decision. In summary, she said her treating specialists weren't fully aware of her limitations and how her conditions affected her on a daily basis.

And so the case has been passed to me for a final decision.

## 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. And shouldn't unreasonably reject a claim.

The background to this matter is well known to both parties. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.

The starting point for benefit to be paid under the terms of an insurance policy is the policy documentation. This makes up the contract of insurance between Miss S and L&G.

The policy terms say TPD benefit will be paid in the following circumstances: "*unable to do three Specified Works Tasks ever again before your 70<sup>th</sup> birthday...The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the life insured expects to retire.*"

The specified works tasks include walking, climbing, lifting, bending, getting in and out of a car and writing.

I've reviewed the medical evidence which was presented to L&G at the time of the claim. And I haven't seen evidence which shows Miss S will be unable to do at least three of the six tasks ever again, with no prospect of improvement. So I don't think L&G declined the claim

unreasonably based on the medical evidence that was made available to it. I have seen that L&G did ask Miss S' treating specialists how her condition affects her and her ability to complete activities but the responses record that this is "*unknown*".

Miss S has said that her doctors and specialists have no idea what she is going through. And I don't doubt what Miss S says about her abilities. However, in order for benefit to become payable, Miss S would need to prove her claim by showing, through medical evidence, that she meets the criteria for TPD benefit. Miss S has also said she would like to obtain further evidence. If she does this, she would need to send this to L&G to consider, as already explained by the investigator.

I am really sorry to hear about Miss S' health struggles and I appreciate my decision will be disappointing to her. But I can't fairly say L&G has acted unreasonably.

### **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 Miss S to accept or reject my decision before 4 December 2025.

Shamaila Hussain  
**Ombudsman**