DRN-5952759

The complaint

Mrs G is unhappy that Legal and General Assurance Society Limited declined a claim she made on a life and critical illness policy.

What happened

Mrs G claimed on her life and critical illness policy. It was assessed on the basis of a claim for Total and Permanent Disability (TPD). The claim was declined as Legal and General didn't consider the relevant policy definition was met.

Mrs G complained to Legal and General. They maintained their decision was fair and in line with the medical evidence. However, they offered £200 compensation for customer service issues. Unhappy, Mrs G complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought the claim had been fairly declined and that the compensation offered was fair in the circumstances.

Mrs G didn't agree and asked an ombudsman to review the complaint. She didn't think Legal and General had obtained sufficient evidence to decline the claim. She also highlighted that she'd recently been awarded Personal Independent Payments (PIP) because of her disability and that her mobility continued to decline. So, the complaint was referred to me to make a 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.

I'm very sorry to read of the circumstances which gave rise to Mrs G's claim. It's clear that she's had a challenging and difficult experience. I have a lot of empathy with what she's said about the impact on her health, particularly as she's said her mobility has continued to decline.

The relevant policy terms and conditions set out when a claim can be paid. It says:

> The Guaranteed Sum Assured will be payable:
>
> If the Life Assured, is not in gainful occupation immediately before the onset of disability, and suffers through illness or accident, a mental or physical irreversible disability, which in the opinion of The Chief Medical Officer of Legal & General, results in the Life Assured being permanently unable to perform, without the direct assistance of another person, three or more of the following functions:
>
> 1) Walking:
>
> The ability to walk a distance of 200 metres on flat ground with or without the aid of a walking stick and without stopping or experiencing discomfort.

2) Bending:

   The ability to get into or out of a standard saloon car and the ability to bend or kneel to pick up an object from the floor and straighten up again.

3) Communicating:

   The ability to answer a telephone and to take a message.

4) Reading:

   Having the required eyesight (corrected if necessary) to be able to read a daily newspaper.

5) Writing:

   Having the physical ability to write legibly using a pen or a pencil without aid.

6) Climbing:

   Having the ability to climb up a flight of 12 stairs without stopping or suffering severe discomfort.

The relevant rules and industry guidelines say that Legal and General have a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

I'm satisfied Legal and General's decision to decline the claim was fair and that the compensation offered was reasonable. I say that because:

- It's for Mrs G to demonstrate that she has a valid claim on the policy. It's not for Legal and General to show that she doesn't. I wouldn't typically expect an insurer, in a case of this nature, to contact Mrs G's treating team for information. It's common industry practice for the insurer to review the available medical evidence presented in support of the claim.

- There's no requirement for Legal and General to carry out an in-person appointment with Mrs G when assessing the claim. It's very common for the claim assessment to be a desktop review of the medical evidence. And, as Legal and General had instructed a medical expert to review the evidence, I don't think that was unreasonable in the circumstances.

- I can see that Mrs G's claim was reviewed by a Chief Medical Officer at Legal and General. Their opinion was that there were still treatment options. Furthermore, they said that the current symptoms and clinical presentation did not currently prevent walking, climbing or bending as defined by the policy. Legal and General is entitled, in line with the policy terms, to rely on that opinion. I think it's fairly done so in the circumstances of this case. I'm also satisfied that Legal and General had enough information to reach a fair decision in the circumstances of this case.

- I'm sorry to hear that Mrs G's mobility has continued to decline. I understand that she's recently been award PIP. However, that doesn't mean that Legal and General have unfairly declined her claim. Their decision was based on the available evidence presented in support of the claim at the relevant time. And, in any event, in order for the claim to be successful the relevant policy definition needs to be met. In the circumstances of this case, I think Legal and General reasonably concluded that

it wasn't.

- Legal and General acknowledged that there were some issues with the service Mrs G received. They accept they didn't always communicate with Mrs G as clearly as they could have done. Mrs G was understandably disappointed with the outcome of the claim and was dealing with the impact of her ongoing health issues. So, I accept she was caused avoidable distress and inconvenience by the poor service she received. Overall, I think £200 fairly reflects the impact of the poor communication on Mrs G.

My final decision

Legal and General Assurance Society Limited has already made an offer to pay £200 to Mrs G to settle the complaint and I think that's fair in all the circumstances.

My final decision is that Legal and General Assurance Society Limited should pay £200 to Mrs G if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 6 January 2026.

Anna Wilshaw
Ombudsman