

complaint

Mrs A's complaint about The Prudential Assurance Company Limited concerns its decision to decline her claim under the serious illness and waiver of premium ("WOP") benefits of her PruProtect Essentials Plan.

background

Mrs A took out her policy in October 2011. It provided life cover, serious illness cover, disability cover and WOP. I understand Mrs A stopped paying premiums and her policy was cancelled after her claim was first declined.

Sadly, Mrs A has been diagnosed with a serious condition and originally claimed against the policy in 2012. This claim has been the subject of previous complaints that were referred to the ombudsman service and I am aware of the issues that were considered and the outcomes of those complaints. This decision relates solely to the latest claim review concluded by Prudential in June 2014.

The claim has been assessed against the policy definitions for neurological diseases and total and permanent disability ("TPD"). And on the basis that Mrs A was not thought to qualify for the policy benefit under either of these definitions, it was also considered whether she had a valid claim for her premiums to be paid under the WOP benefit.

The schedule issued when the policy was arranged records Mrs A was not working and that the TPD and WOP benefits under the serious illness part of the plan would be based on the permanent failure of functional activity definitions. In practice, the policy conditions confirm this means Mrs A would qualify for the benefits if relevant medical evidence shows she is unable to perform specific functional activity tests ("FATs"), including carrying out a number of pre-defined activities of daily living ("ADLs") and activities of daily work ("ADWs"). The policy conditions explain a claim for neurological diseases would also be based on an assessment of the policyholder's ability to perform the FATs.

The latest review of Mrs A's claim was based on a report by a consultant neurologist, Doctor M. He reported Mrs A was able to perform the activities of daily living and that she was able to perform the activities of daily work at least some of the time. Prudential declined her claim on this basis. It also considered the evidence did not suggest Mrs A's condition was permanent as defined by the policy.

Our adjudicator did not recommend the complaint be upheld for much the same reasons. Mrs A disagreed. In particular, she says the nature of her condition is fluctuating and that she is unable to carry out many of the relevant activities for much of the time. She also says there is no cure for her condition and it should therefore be regarded as permanent. She provided further comments from her treating specialist, Doctor N, that she believes supports her complaint.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I realise this outcome will be very disappointing for Mrs A, but having done so I agree with the adjudicator's conclusions for much the same reasons.

The adjudicator has previously set out the relevant policy definitions and I do not intend to repeat these in full. In summary, for any of the claims considered to be successful there must be medical evidence to show Mrs A is unable to carry out a set number of the specified FATs, assessed by reference to the ADLs and ADWs.

For reasons clarified in her previous complaint, I am satisfied Prudential was correct to base its assessment on Doctor M's report. As this report says Mrs A is able to perform all of the relevant activities at least some of the time, I do not believe it supports any claim that her condition meets the level of severity required under the policy. It therefore follows that I believe Prudential was entitled to decline her claim.

I have considered the additional comments Mrs A has provided from Doctor N. I fully accept Doctor N's comments show Mrs A has a serious condition that has a major impact on her quality of life. But crucially and with specific reference to her claim on the policy, Doctor N has stopped short of saying she is unable to carry out the relevant activities against which the policy stipulates it should be assessed.

There has been some discussion about whether Mrs A's condition is permanent and I am in no way disputing her belief that there is no cure. The issue that must be considered in assessing any claim is not about the permanency of her condition, but rather about the permanency of her inability to perform the relevant tasks. And as I do not believe the medical evidence shows she is unable to perform those tasks, I do not believe a consideration of permanency is relevant to the outcome of this complaint.

From reading our files on Mrs A's previous complaints, it is clear there have been issues with Prudential's overall handling of her claim. But I can also see she accepted compensation on each of her previous complaints for the trouble and upset this caused. As I have said above, this complaint relates solely to Prudential's most recent review of her claim. And I am satisfied this was conducted appropriately and that there are no grounds for further compensation in respect of the way this part of the overall claim was handled.

My assessment of this complaint is based on the medical evidence available at the time Prudential conducted its most recent view. I realise Mrs A's condition may deteriorate in future and, if the policy remained in force, she would be able to make another claim in the future if she believed the medical evidence shows she meets the relevant policy criteria.

Mrs A's policy was cancelled when she stopped paying premiums in 2012. But Prudential did say in June 2014 that it would reinstate cover if she arranged to pay the premiums that had been missed and to pay the normal monthly premium going forward. Mrs A should contact Prudential directly if she wants to do this. And if she is unsure about whether or not to restart her policy, she should consider seeking advice.

I note Mrs A took exception to the involvement of a particular member of Prudential's staff, Ms B, in assessing her claim. It is not for me to tell Prudential how to allocate its staff and I cannot specify Ms B should not be involved in the assessment of any future claim Mrs A might make if she reinstates her cover. This notwithstanding, I am conscious Prudential has said claims decisions are made by a collection of individuals rather than a single member of staff and that Mrs A would be able to ask us to independently review any decision anyway. I do not therefore believe any involvement by Ms B in any future claim would unfairly prejudice the eventual outcome.

my final decision

My final decision is that I do not uphold this complaint or make any award.

Jim Biles
ombudsman