

## **complaint**

Mr S is unhappy with Covea Insurance plc's decision to decline his claim made on a payment protection insurance (PPI) policy.

All references to Covea in this decision include its appointed claims-handling agents.

## **background**

I issued my provisional decision on this complaint in August 2019. It included the following:

*"Mr S suffered back problems and was signed off work by a GP in the Republic of Ireland (RoI). It became apparent that Mr S needed longer off work and he sought treatment in a country other than RoI, which I'll refer to as "country A" and where English isn't the official language. He made a claim on the policy for disability benefits with Covea.*

*Covea assessed the claim and decided not to accept it. Covea explained that the policy terms required claims for back problems to be supported by relevant evidence from a doctor registered with the Irish Medical Organisation (IMO). As the evidence had come from a doctor in country A, and not RoI, Covea wouldn't accept the claim.*

*Unhappy with Covea's response, Mr S complained to us. One of our adjudicators looked into the complaint and recommended that it shouldn't be upheld on the basis that Covea had dealt with Mr S' claim fairly.*

*Mr S didn't agree with the adjudicator and so the complaint was passed to me to review afresh.*

## **my provisional findings**

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*For the avoidance of doubt, in this decision I've focused on what happened when Mr S tried to claim on the policy. I've not dealt with the sale of the policy which was carried out by a different financial business and not Covea.*

*Having done so, I've provisionally decided to uphold the complaint. I'll explain why.*

*It's not currently in dispute that Mr S was suffering with back problems, or that he stopped working as a result. But Covea says the policy terms it's relied on require more than that before benefits will be paid. Covea's pointed out that the policy excludes back claims:*

*"unless a Doctor provides medical evidence (e.g. radiological evidence, MRI scan or x-ray) showing definite symptoms of restriction of movement"*

*The policy defines "Doctor" as:*

*"A medical practitioner, other than You or a member of Your family, who is registered as a medical practitioner with the Irish Medical Organisation and entitled to practice as such in the Republic of Ireland."*

*On that basis I believe it was fair for Covea to write to the doctor from Rol, that had initially signed Mr S off work, for more information. Specifically, it wanted to know if they had had sight of radiological evidence showing the back condition had resulted in definite symptoms of restriction of movement. It asked how the condition affected him functionally and in what ways movement was restricted.*

*The GP replied that he'd signed Mr S off work for a week. He didn't have any radiological evidence regarding the condition. He said Mr S was prescribed medication. It appears the GP wasn't able to provide medical evidence showing definite symptoms of restriction of movement as required by the above policy terms.*

*So, on a strict interpretation of those policy terms, it might appear Covea was entitled to turn down Mr S' claim.*

*That said, Mr S has provided medical evidence of his ongoing condition and its causes, albeit this apparently hasn't come from a doctor entitled to practice in the Rol by way of registration with the IMO. Instead, the information's come from a doctor practising in country A, who Covea hasn't yet contacted directly.*

*In the circumstances, I think it would be fair for Covea to further consider Mr S' claim by contacting his doctor in country A for any further information it needs. I realise that doctor isn't a doctor as defined by the policy, but that seems to me to be a technicality that doesn't fairly justify Covea's decision to decline the claim at this stage.*

*I'm aware of the reasons Covea's given for not accepting claims such as these, including its potentially compromised ability to adequately assess the claim and possible higher assessment costs. But I doubt this is a situation that it would have to deal with regularly. Presumably, most consumers taking out the policy would seek treatment in the Rol. It just so happens that Mr S isn't originally from Rol and that English isn't his first language. As such, I think it's entirely understandable that he'd seek treatment in country A.*

*What's more, Mr S has tried to assist Covea by providing English translations of much of the medical evidence he's obtained from country A. If Covea requires more information, I note it would be open for Covea to rely on the policy term that states:*

*"If further supporting evidence of Your entitlement to claim is required You must provide it at your own expense."*

*Taking all of the circumstances into account, I don't believe Mr S should be prevented from being able to claim on the policy.*

*Finally, I see that Mr S has recently queried who is now insuring him under the policy. Having contacted Covea, I can confirm that it ceased to act as the insurer from the end of March 2019 due to Brexit. And the insurer Mr S referred to in his recent letter (received by us in July 2019) took over the policy from that point. If Mr S wants to look into the possibility of continuing his cover, he should contact the new insurer as soon as possible.*

### ***my provisional decision***

*For the reasons given, I'm minded to uphold this complaint. I provisionally require Covea Insurance plc to reassess the claim without reference to the policy term requiring that Mr S'*

*medical practitioner be registered with the IMO and entitled to practice as such in the RoI, and in line with the remaining terms of the policy.”*

I asked the parties to send me any more comments or evidence they wanted me to consider before I revisited the complaint.

Mr S asked if my provisional decision was effectively recommending that Covea pay his claim. He also wanted to know if the fact that he'd stopped paying the PPI premiums (due to his ongoing complaint) would have any effect on the claim and asked who to send evidence of his continuing disablement to given the insurer had recently changed.

Covea said it didn't accept my provisional findings and restated its previous arguments as to why it required evidence from a doctor registered in the RoI. Covea added that the evidence from Mr S didn't show definite symptoms of restriction of movement or that he was unable to work. It also said the policy excluded claims by those who cease to be a resident in the RoI and that, given the length of Mr S' absence from the RoI, he was no longer resident.

### **my findings**

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 remain of the view that the complaint should be upheld to the extent I set out in my provisional decision.

To answer Mr S' question about what I was requiring Covea to do in my provisional decision, I was expecting it to reconsider the claim without further reference to the policy term requiring that Mr S's doctor be registered with the IMO etc. I intentionally didn't go so far as to recommend that Covea go ahead and simply pay the claim.

The reason I didn't ask Covea to pay the claim was because, as far as I could tell, it had stopped short of fully assessing the claim once it had decided the policy terms it cited applied to Mr S' claim. I was wary that there might be other reasons as to why Covea might decide not to pay the claim and thought it would be unfair for me to deny it the opportunity to properly assess the claim now.

I can't advise Mr S as to what will happen as a result of his non-payment of the premiums as that may well depend on whether his claim's payable.

As it happens, Covea's now raised other grounds on which it wouldn't be prepared to accept Mr S' claim. It's not for me, in this decision, to consider whether Covea entitled to rely on those new grounds. Rather Covea should, once it's fully assessed the claim as per my provisional and final decisions, explain its position to Mr S directly.

If Mr S isn't happy with Covea's final word on these new aspects, it would be open for him to bring the matter to us separately to this complaint. We would, of course, endeavour to deal with any new complaint as a priority given the time it's taken for the matter to be dealt with up until now.

**my final decision**

For the reasons given, I uphold this complaint. I require Covea Insurance plc to reassess the claim without reference to the policy term requiring that Mr S' medical practitioner be registered with the IMO and entitled to practice as such in the RoI, and in line with the remaining terms of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 November 2019.

Nimish Patel  
**ombudsman**