DRN-3954299

The complaint

Mrs C and Mr C complain that The Royal London Mutual Insurance Society Limited declined a claim for critical illness under a life insurance policy, after Mr C had a coronary angioplasty.

What happened

In 2001, Mr C bought a life insurance policy in connection with a mortgage. The policy was to run for 19 years and would pay a benefit of £120,000 in the event of Mr C's death. The policy also included critical illness cover.

The history to this complaint is well known to the parties. I've taken note of the chronology of events, but won't repeat everything here. In brief summary, Mr C's coronary issues led to him first undergoing a stenting procedure to one artery in 2014. Thereafter, his condition was managed medically, with further tests and investigations carried out periodically.

On 16 November 2020, Mr C attended an Accident & Emergency department. He was admitted to a cardiac ward for further investigation but discharged later the same day with follow-up planned for four to six weeks. On 30 November 2020, Mr C contacted the cardiology department, due to side effects with medication and ongoing chest discomfort. His consultant agreed to review his symptoms in a telephone clinic. The clinic appointment took place on 11 January 2021, after which Mr C was referred for an MRI. Following evaluation of the scan results, Mr C's consultant referred him for an angiogram with an option to perform a stenting procedure at the same time, if deemed necessary. This procedure took place on 14 May 2021, with the surgeon determining it was appropriate to fit a stent to a second coronary artery. Meanwhile, Mr C's policy had expired on 1 December 2020.

In July 2021 Mr C made a claim on his policy. This was later declined on the grounds that the policy had expired prior to Mr C's second surgery in May 2021. Royal London noted that *'there were no medical concerns that surgery should have taken place prior to the expiry of your policy.'* Mrs C and Mr C asked for the decision to be reviewed. Royal London asked their chief medical officer – a cardiologist – to review the evidence. Following this, Royal London's position remained the same.

Mrs C and Mr C did not accept this outcome, so came to the Financial Ombudsman Service. They said that Mr C's illness had been identified before the policy expiry and that delays in accessing investigative tests and treatment were as a result of the pandemic.

An investigator looked into things for Mrs C and Mr C but didn't uphold the complaint. The investigator didn't think the policy definition had been met prior to the end of the policy. So she didn't think Royal London had treated Mrs C and Mr C unfairly.

Mrs C and Mr C disagreed, so the complaint 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'm not upholding this complaint. I know this will be very significant and unwelcome news for Mrs C and Mr C and I am sorry about that. I'll explain my reasons. I appreciate the considerable efforts Mrs C and Mr C have made to provide evidence to support their complaint. I've reviewed everything they've sent us. But I will focus my decision on the points and evidence I consider material to the outcome. So, if I don't refer to a particular point or piece of evidence, it's not because I haven't thought about it carefully. Rather, I don't consider it changes the outcome of the complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. Additionally, they should comply with industry guidance, such as that produced by the Association of British Insurers (ABI). I don't find that Royal London has breached any rules or guidance. I'll explain why.

Critical illness policies are designed to provide cover for the most common types of serious illness or condition and most commonly occurring serious events. But they don't cover all critical illnesses or conditions in all circumstances.

The relevant term in Mr C's policy is '*angioplasty (2 or more arteries).'* The accompanying definition is:

> *Undergoing on 2 or more coronary arteries:*
>
> - *balloon angioplasty*
> - *atherectomy*
> - *rotablation*
> - *laser treatment, or*
> - *the application of stents for coronary artery disease*
>
> *There must be angiographic or equivalent evidence of the underlying disease, which shows there is a stenosis of at least 50% narrowing of 2 or more coronary arteries. The disease must be considered uncontrollable by non-invasive medical therapy.*

The medical records confirm that Mr C has suffered poor health in recent years. But the issue in this complaint is a very specific one - did Mr C meet the policy term under the relevant critical illness definition whilst the policy was in force? And the policy term Mr C had to meet is not about the diagnosis of an illness or condition, but about receiving a particular treatment for that condition.

Mr C had arterial stenosis which resulted in him undergoing a stenting procedure in his left anterior descending artery in 2014. But stenting in a second artery – Mr C's right coronary artery – wasn't confirmed as necessary and carried out until May 2021. As the policy is dependent on a relevant procedure having been carried out, Mr C doesn't meet the angioplasty definition, as the procedure didn't take place during the life of the policy.

Mrs C and Mr C have argued that Mr C's tests and treatment were delayed due to the impact of the pandemic. I've seen evidence from one of Mr C's treating cardiologists which supports this point. Mrs C and Mr C say they shouldn't be disadvantaged as a result of these delays. I've thought about this carefully. I accept there were some delays in accessing investigative tests and those tests being evaluated. But I don't agree that any impact of the pandemic prevented Mr C receiving a qualifying procedure prior to the policy expiring.

I say this noting particularly the Discharge Summary Notification record for Mr C's admission to the cardiac monitoring unit on 16 November 2020, which gives a description of the recent clinical history and test results. It then says:

> *Started on Bisoprolol and isosorbide mononitrate MR for angina. Mr C enquired as to if stents would be needed, explained we will medically manage first which will hopefully resolve symptoms. Advised to use GTN spray if chest pain recurs. Will be followed up in clinic with Dr B in 4-6 weeks. Deemed medically fit for discharge.*

After Mr C contacted the cardiology department on 30 November 2020, Dr B wrote to Mr C's GP to vary his drug regime. He concluded by saying:

> *'We have arranged to review his symptoms urgently in a telephone clinic, should he remain symptomatic despite medical therapy then further angiography +/- intervention will be considered.'*

I've not seen any medical evidence to suggest Mr C's condition on 16 November 2020 was deemed urgent and that immediate surgery was considered at that point. The evidence indicates that the first course of action was to see if symptoms resolved with a change in medical therapy. That remained the position on 1 December 2020, when Dr B wrote to Mr C's GP, after Mr C's contact with the cardiology department the day before.

Mrs C and Mr C have also said the claim should be accepted because Mr C had been told he would need further stents in the future. I can understand Mrs C and Mr C's argument. But I think the policy term is clear that the angioplasty procedure is the insured event. And it's generally understood that claims are only considered for events occurring within the life of the policy, not those which happen when the policy is no longer in force.

I acknowledge the timing in this complaint is extremely unfortunate for Mrs C and Mr C. But there was no insured event within the life of the policy. So in all the circumstances, I don't think Royal London acted unreasonably in declining Mr C's claim.

Once again, I'm sorry to send difficult and disappointing news to Mrs C and Mr C.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 7 August 2023.

Jo Chilvers
Ombudsman