

## **The complaint**

Mr P has complained that Scottish Friendly Assurance Society Limited declined a claim he made under his decreasing term life assurance with critical illness policy. He has also complained about the service he received.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them in detail here. Instead I'll focus on giving the reasons for my 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've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've fully reviewed the file and considered the representations Mr P made after our investigator's assessment. For the following reasons I agree with the conclusion reached by our investigator:

- The relevant regulator's rules say that insurers mustn't turn down claims unreasonably. So I've considered, amongst other things, the policy terms and the available evidence, to decide whether I think Scottish Friendly treated Mr P fairly.
- I've firstly considered the policy terms and conditions, as these form the basis of the contract between Mr P and Scottish Friendly. Mr P made a claim under his policy having been diagnosed with Atrial Fibrillation. He felt that he had been diagnosed with a critical illness. The policy document shows that benefit will be paid only if the relevant condition is covered under the policy. It defines the critical illnesses covered – this does include a definition of heart attack, but not Atrial Fibrillation.
- I do appreciate that Mr P has been very unwell, needs to be monitored and is on medication for life. However Atrial Fibrillation is not a critical illness covered by his policy. This being so I don't find that Scottish Friendly treated him unfairly by declining his claim.
- The policy will pay out on an eligible claim, and this has been the position since inception in 2005. This being so there is no basis for me to require Scottish Friendly to return the premiums paid to date. Should Mr P be diagnosed with a condition that is covered by his policy, he should contact Scottish Friendly directly.
- Mr P has also complained that when requesting a copy of the policy it took some weeks for this to be sent. I can understand how inconvenient it was to chase for this document at such a stressful time. Scottish Friendly accepted this, apologised and paid £100 in compensation. I find that compensation was merited, but that the

compensation offer was fair. I don't require Scottish Friendly to make any further payment.

- In all the circumstances I don't find that Scottish Friendly Assurance Society Limited has treated Mr P unfair or unreasonably. I'm sorry that my decision doesn't bring Mr P more welcome news.

### **My final decision**

For the reason given above my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 June 2024.

Lindsey Woloski  
**Ombudsman**