

The complaint

Mr and Mrs S are unhappy that The Royal London Mutual Insurance Society Limited declined a claim Mr S made for the critical benefit on their personal protection policy ('the policy').

What happened

Mr S was diagnosed with prostate cancer in 2023. He made a claim for the critical illness benefit on the policy.

That claim wasn't accepted by Royal London as it concluded that the medical evidence didn't support that Mr S had been diagnosed with a critical illness prior to the policy end date.

Mr and Mrs S brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and didn't uphold the complaint.

Mr and Mrs S disagreed. So, their complaint has been passed to me to consider everything afresh and decide.

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.

The relevant policy terms and conditions

The policy terms and conditions say that (subject to the remaining terms) if either Mr or Mrs S are diagnosed as suffering from a critical illness prior to the benefit end date, the benefit amount will become payable.

The policy schedule reflects that the policy end date was 1 December 2022.

Cancer is listed as a critical illness and is defined as:

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered...

all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.

The decision not to accept the claim

Royal London has an obligation to handle claims promptly and fairly. And it mustn't unreasonably decline a claim.

I have a lot of empathy for Mr and Mrs S' situation. I know they will be very disappointed but for reasons set out below, I'm satisfied Royal London has acted fairly and reasonably by not accepting the claim made for the critical illness benefit.

- I think Royal London has fairly concluded that Mr S hasn't established that he had prostate cancer as defined by the policy terms before the policy end date.
- Although Mr S was urgently referred to a urology department to rule out the possibility of cancer in March 2022, the medical evidence from April 2022 reflects that the MRI scan in April 2022 showed that he had a mildly enlarged prostate and "benign PIRADS 2 changes only with no target lesion". It goes on to say that there is "currently no indication for prostate biopsies at this time".
- The medical evidence does support that before the policy end date his PSA levels had increased in October 2022, but it was noted that Mr S was asymptomatic, his PSA levels would be monitored, and another consultation would be arranged in six months' time.
- There's a letter dated June 2023 – over six months after the policy end date – which reflects that Mr S had been diagnosed with prostate cancer with a Gleason score of 7.
- Mr S says that if he'd had a biopsy sooner, this may have been discovered earlier. I understand the point he makes and that's entirely possible. However, I'm not persuaded on the balance of probabilities that there's sufficient medical evidence that prior to the policy end date, he had prostate cancer histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.

My final decision

I don't uphold Mr and Mrs S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 20 August 2024.

David Curtis-Johnson
Ombudsman