

## The complaint

Mr C complains The Royal London Mutual Insurance Society Limited won't accept a claim under his life and critical illness policy, because his specific diagnosis isn't covered.

## What happened

To summarise, Mr C took out life and critical illness cover in 2020. Mr C's policy was previously with Scottish Equitable, trading as Aegon. But earlier this year, individual protection policies were transferred to Royal London.

Most unfortunately, in 2023, Mr C was diagnosed with a rare neurodegenerative disorder – hereditary spastic paraparesis - SPG7. He contacted Royal London about making a claim. But Royal London said Mr C's specific diagnosis wasn't a defined critical illness listed under his policy. And he didn't meet the policy's critical illness definition for motor neurone disease (MND).

Mr C was unhappy about this, so brought his complaint to the Financial Ombudsman Service – but our investigator didn't uphold it. She didn't think Royal London had acted unfairly, as Mr C's diagnosis wasn't a covered condition and he didn't meet the policy definition for MND. So a critical illness claim wasn't payable.

Mr C disagreed so the complaint has come 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 recognise my decision will disappoint Mr C and I'm sorry about that, particularly as I appreciate Mr C's symptoms impact his daily life and he and his family have had a difficult and upsetting time since his diagnosis. I'll explain my reasons, focusing on the key points and evidence I consider material to my decision.

Critical illness policies provide cover for the most commonly occurring serious illnesses and conditions. But no policy provides cover for all conditions in all circumstances. Aside from provision for three core conditions – cancer, heart attack and stroke – insurers are free to decide which conditions they will and won't cover. Mr C's policy does not include specific critical illness cover for SPG7, so no claim for that condition could succeed. But Royal London did consider whether Mr C met the policy definition for MND. That is:

### ***Motor neurone disease – resulting in permanent symptoms***

*A definite diagnosis of one of the following motor neurone diseases by a consultant neurologist:*

- *Amyotrophic lateral sclerosis (ALS)*;
- *Primary lateral sclerosis (PLS)*;
- *Progressive bulbar palsy (PBP)*;
- *Progressive muscular atrophy (PMA)*; or
- *Kennedy's disease, also known as spinal and bulbar muscular atrophy (SBMA)*.

There must also be **permanent** clinical impairment of motor function.

This definition is consistent with the model wordings set out in The Association of British Insurers' statement of best practice in place at the time Mr C took out cover. To satisfy the policy definition for MND I can see there must be both diagnosis of one of the specified conditions *and* permanent clinical impairment of motor function. It's not disputed that Mr C experiences a number of neurological and other symptoms. But unfortunately for Mr C, SPG7 isn't one of the specified diagnoses listed under the MND definition.

Mr C feels Royal London's decision is unfair because he experiences some symptoms that are listed in his policy under a general definition of the term *permanent neurological deficit with persisting clinical symptoms*. He expected the policy to protect him and cannot accept that his health circumstances aren't covered. But again, symptoms alone, without diagnosis of one of the specific conditions covered under the definition for MND, isn't sufficient for a claim to succeed. I can appreciate Mr C's arguments, but I don't think it would be fair to require Royal London to pay a claim that doesn't meet the requirements in the policy definition.

Having taken everything into consideration, I don't think Royal London acted unreasonably in telling Mr C his diagnosis wasn't covered under his policy and the specific definition for MND wasn't met. Given this, I'm not going to ask Royal London to do anything more in respect of this complaint. Once again, I'm sorry to send unwelcome news to 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 Mr C to accept or reject my decision before 15 October 2024.

Jo Chilvers  
**Ombudsman**