

The complaint

J (a limited company) is the policyholder of a life and critical illness policy, underwritten by The Royal London Mutual Insurance Society Limited ('the policy').

J is unhappy that The Royal London Mutual Insurance Society Limited didn't consider a claim under a life and critical illness when the life insured detailed on the policy schedule (who I'll refer to as Mrs A) was diagnosed with cancer.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. 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.

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

For reasons set out below, I don't uphold this complaint.

- I'm satisfied The Royal London has fairly and reasonably concluded that Mrs A wasn't diagnosed with a critical illness as defined by the policy terms before the benefit end date (defined as the date referred to in the policy schedule on which the life assured will cease to be covered). The policy schedule reflects that the policy started in May 2012 and ends in May 2022.
- The policy does provide critical illness cover for "cancer – excluding less advanced cases" defined as "any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma...".
- Mrs A attended a routine breast cancer mammogram in October 2022. And from the timeline of events provided, she was diagnosed as having cancer in one of her breasts and underarm lymph nodes.
- I'm satisfied that The Royal London has fairly concluded that this wasn't covered under the terms of the policy as the diagnosis occurred after the policy ended.
- When making this finding, I've taken into account all points made by Mrs A including what she says about her breast cancer being at stage 3 when it was discovered. She says to get to this stage, the cancer would have had to have been growing in her breast for some time (possibly a year or more) and it would've taken considerable time to have spread. She also says it was impossible for her to detect due to the depth of the tumour in the breast.

- However, the policy terms say that the diagnosis of a critical illness needs to be made before the policy ended for the benefit to be paid. I don't think The Royal London has unfairly relied on the policy terms in the circumstances of this complaint to conclude that the claim for critical illness isn't covered. Further, and in the alternative, based on what I've been provided I'm not persuaded on the balance of probabilities that cancer (as defined by the policy terms) was present during the lifetime of the policy.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 28 January 2025.

David Curtis-Johnson
Ombudsman