

The complaint

Ms P is unhappy that Zurich Assurance Limited declined a claim for the critical illness benefit under her life and critical illness insurance policy. She's also unhappy about the way the claim was handled, and that Zurich didn't ascertain the details of her complaint before providing a complaint outcome.

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.

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

I have a lot of empathy for Ms P's situation. I can see that she has been through a very difficult time. I know she'll be very disappointed, but for reasons I'll go on to explain, I don't uphold her complaint.

- I'm satisfied Zurich has fairly and reasonably concluded that Ms P wasn't diagnosed with a critical illness as defined by the policy terms.
- The policy does provide critical illness cover for a number of conditions including cancer. That's defined in the policy terms as: "any malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's disease, but the following are excluded: All tumours which are histologically described as pre-malignant, as non-invasive or as cancer in-situ..."
- I'm satisfied that the medical evidence reflects that Ms P was diagnosed with a ductal carcinoma in situ. So, in accordance with the way in which cancer is defined in the policy terms, I'm satisfied that's excluded.
- I've considered whether that leads to a fair and reasonable outcome in the circumstances of this complaint. And I've taken on board what Ms P says about cancer being a complicated disease, that Zurich should consider each case individually, and that her tumour was extensive. I've also taken into account the treatment she had. I understand the points she makes and from Ms P's perspective, I can understand why she thinks Zurich's decision is unfair. However, I'm persuaded that the exclusion in the cancer definition is clear, and I don't think Zurich has unreasonably relied on it to decline her claim. I'm also satisfied that it wouldn't be fair and reasonable to direct Zurich to make a partial payment of the critical illness benefit where there isn't any provision to do so and given the exclusion in the cancer definition.

- Ms P says that Zurich's representatives displayed an insensitive and dismissive attitude to her condition and treatment, that she was assigned a male claims handler with whom she had to share her most private information and there was a total minimisation of her breast cancer experience. I am sorry that Ms P felt this way. I'm in no way seeking to minimise the impact of her interactions with Zurich but in principle, I don't think it was unfair or unreasonable for a male claims handler to be involved in her case. I have also objectively considered the correspondence I've been given from the time, and I'm persuaded that Zurich's interactions with Ms P were professional and reasonable in tone and content.
- If Ms P is unhappy with the information she received (or didn't receive) when the policy was sold to her, she should raise those concerns with the seller of the policy in the first instance to look into.
- Ms P says that she made a subsequent complaint to Zurich about its "fraudulent fabrication of my complaint" and it issued a final response letter, giving referral rights to the Financial Ombudsman Service, without knowing what her complaint was. She says the Financial Conduct Authority (the FCA) requires financial firms they regulate to have a clear and effective process for handling complaints. I'm satisfied this concern solely relates to complaint handling which isn't a regulated activity in accordance with the rules that govern our service (DISP 2.3 of the FCA's handbook which can be found online). So, I don't have any power to consider this aspect of Ms P's complaint.

My final decision

I don't uphold Ms P's complaint.

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

David Curtis-Johnson
Ombudsman