

The complaint

Mr A is unhappy that The Royal London Mutual Insurance Society Limited didn't consider a claim under a life and critical illness policy he had the benefit of.

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.

I know Mr A will be very disappointed and I have a lot of empathy for his situation but for the reasons set out below, I don't uphold this complaint.

- I'm satisfied The Royal London has fairly and reasonably concluded that Mr 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 terms do provide critical illness cover for "benign brain tumour – resulting in permanent symptoms" defined as a non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptom.
- In June 2023 Mr A was diagnosed as having a benign hemangioblastoma, which was surgically removed. 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 and there's no indication from the information provided that Mr A had experienced any related clinical symptoms prior to the policy ended.
- When making this finding, I've taken into account what Mr A says about there being a genetic link between his brain tumour and other tumours he had in (and had been removed from) other parts of his body during the lifetime of the policy. Mr A has also more recently provided a letter from an associate specialist in medical genetics dated November 2024 which reflects that although they and other medical professionals have been unable to "confirm the underlying reason for Mr A's health problems...we are currently in no doubt" that his brain tumour and other bodily tumours were linked. And are all "associated features of the same syndrome".
- However, even if that's the case, having considered the medical evidence and timeline of events, I'm satisfied that The Royal London has fairly concluded that Mr A hasn't established that he met the definition of benign brain tumour during the lifetime

of the policy. Even if the tumours are manifestations of an underlying hereditary condition of unknown diagnosis – as stated in the November 2024 letter - that condition isn't itself a critical illness under the policy as only the named and defined conditions are covered as critical illnesses. And even if the tumours are linked, I'm not persuaded that the medical evidence supports that the brain tumour (identified and diagnosed a year after the policy ended) was present at the same time as the other tumours and before the policy ended or resulted in a permanent neurological deficit which is part of the definition of the critical illness: "benign brain tumour – resulting in permanent symptoms".

- I've also considered the other definitions of critical illness in light of the available medical evidence and timeline of events – including kidney failure and cancer. Having done so, I'm satisfied that The Royal London has fairly concluded that Mr A hadn't been diagnosed with a condition that meet those definitions 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 Mr A to accept or reject my decision before 27 January 2025.

David Curtis-Johnson
Ombudsman