

## **The complaint**

Mr M and Mrs M have complained that ReAssure Life Limited unfairly declined their critical illness claim after Mrs M was diagnosed with a colloid cyst.

## **What happened**

Mr and Mrs M have had a joint critical illness policy for many years. In 2024, Mrs M was diagnosed with a colloid cyst. So they contacted ReAssure to claim on the policy, under the coverage provided for benign brain tumours.

ReAssure declined the claim and said Mrs M didn't mean the policy definition of a benign brain tumour, as the definition excludes cysts. Mr and Mrs M challenged ReAssure's decision and argued that a colloid cyst is a benign brain tumour, so should be covered. ReAssure didn't change their decision. So Mr and Mrs M brought their complaint to the Financial Ombudsman Service.

Our investigator reviewed the information and concluded ReAssure didn't need to do anything differently to resolve the complaint. He explained that, to uphold the complaint, he'd need to be satisfied that Mrs M met the policy definition of a benign brain tumour. He said he couldn't be satisfied that was the case, as the policy wording clearly excludes cover for cysts.

Mr and Mrs M didn't agree with the investigator's view. So I've been asked to make a 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 that, I'm not upholding Mr and Mrs M's complaint. I know they'll be disappointed by my decision. I hope it will help if I explain why I've made it.

As our investigator explained, critical illness policies don't cover every illness. Rather, they cover a number of specified conditions which are set out in the policy terms. And the policy terms also set out in what circumstances an insurer will pay a claim.

In this case, the relevant policy term defines a benign brain tumour as:

*"A non-malignant tumour in the brain, excluding cysts, granulomas, malformation in or of the arteries or veins of the brain, haematomas or tumours in the pituitary gland or spine."*

Mr and Mrs M have told us they both have medical backgrounds and have argued that granulomas, malformations and haematomas aren't benign brain tumours. And the policy explicitly identifies the tumours which are excluded. They say that a colloid cyst is a brain tumour - so it, too, should have been explicitly excluded if the insurer didn't want to cover it. I've thought about this.

Like our investigator, I'm not a medical expert. And it's not my role to say how a definition should be interpreted and whether a claim should be paid. Rather, I have to decide whether ReAssure's decision was reasonable, based on the facts and evidence available.

ReAssure obtained medical evidence about Mrs M's condition. This showed she had a colloid cyst. ReAssure explained to Mr and Mrs M that cysts are specifically excluded. I think the term set out above makes that clear.

I can see that, as part of addressing Mr and Mrs M's complaint, ReAssure asked their Chief Medical Officer (CMO) to review the claim. They've provided a copy of what the CMO told them. It's clear from this that – while he acknowledged the terms are used interchangeably - the CMO was able to distinguish between brain tumours and brain cysts and explain why a colloid cyst wasn't covered.

I'm satisfied that ReAssure considered the available evidence, and had it verified by their CMO, when declining the claim. And they shared that reasoning with Mr and Mrs M. So I think dealing with the claim as they did was fair and reasonable. I appreciate Mr and Mrs M would like me to substitute their interpretation of the term but, as I've explained, I can't do that. And so, I don't think ReAssure need to do any more to resolve this complaint.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr and Mrs M's complaint about ReAssure Life Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and X to accept or reject my decision before 30 July 2025.

Helen Stacey  
**Ombudsman**