

## **The complaint**

Mr M complains that The Royal London Mutual Insurance Society Limited would not accept a claim he made under his life and critical illness policy.

Mr M's cover was originally provided by another insurer, but was subsequently transferred to Royal London.

## **What happened**

The history to this complaint is well known to the parties, so I won't repeat all the details here. In brief summary, in 2005, Mr M took out life and critical illness cover. In early 2025, Mr M contacted Royal London about making a critical illness claim for heart valve replacement or repair. But Royal London did not accept the claim, saying Mr M didn't meet the policy definition for that critical illness.

Mr M came to the Financial Ombudsman Service, but our investigator didn't uphold his complaint. So Mr M asked for an ombudsman to review everything and issue 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 know this will be disappointing news for Mr M and I'm sorry about that. I'll explain my decision, focusing on the points and evidence I consider material to the outcome. So, if I don't refer to a specific point or piece of evidence, it's not because I haven't read and thought about it. Rather, I don't consider it changes things.

For his claim to succeed, Mr M needed to meet the definition for heart valve replacement or repair, as set out in his policy. That is:

*Undergoing open-heart, closed or keyhole surgery from medical necessity to replace or repair one or more heart valves.*

I understand Mr M had been experiencing various symptoms for some time, prior to a diagnosis of patent foramen ovale (PFO) – commonly referred to as a hole in the heart. The hospital discharge notes show that in December 2024, Mr M underwent a *PFO closure procedure*, described in the medical record as a *percutaneous transcatheter device closure of patent foramen ovale with transoesophageal echo guidance*.

The issue here is one of interpretation of the policy definition. The definition sets out both the type and purpose of the intervention. Mr M says his consultant cardiologist has described the intervention as a percutaneous keyhole procedure to repair a flap valve in the atrial septum.

Royal London sought a medical opinion from one of its chief medical officers who said:

*(1) a percutaneous procedure done by a cardiologist is not a keyhole operation, I do not think anyone would describe it as that. The term keyhole is generally reserved to mean a surgical operation, assisted by small incisions in a body cavity e.g. thorax or abdomen, to facilitate surgery with minimal tissue trauma and with lower risk and faster recovery [than seen] with open surgery.*

*(2) a patent foramen ovale (PFO) repair is not a valve replacement or repair. The 4 cardiac valves are the mitral, aortic, tricuspid and pulmonary valves. A defect in the inter-atrial septum (ASD, of which a PFO is one subtype) is common, requires closure but is not a true valve repair/replacement.*

Mr M argues that his policy does not name the heart valves and that a vague definition should benefit him. I can appreciate Mr M's position here. I acknowledge his health issues have had a detrimental impact on him and he anticipated his policy would provide a benefit to assist him through these challenges. But I have to think about whether Royal London has been unfair in not accepting Mr M's claim. And having thought about everything carefully, I don't think Royal London has acted unreasonably.

I accept that Mr M's policy definition – which was in line with best practice guidance of the day – doesn't specifically name the heart valves covered. But I also accept that any standard definition of heart valves sets out the four heart valves referred to above by Royal London's medical officer. Put simply, a PFO is not considered to be a heart valve replacement or repair.

For completeness, I should also say that I don't find Royal London's reliance on its medical officer's opinion regarding keyhole surgery unreasonable, in that keyhole heart surgery would involve small incisions in the chest as a less invasive alternative to open-heart surgery.

I've focused on the usual meanings of the words and I'm satisfied that the meaning and purpose of Royal London's policy definition is to provide cover for replacement or repair to one or more of the four heart valves by surgical means.

I appreciate Mr M feels very strongly about his claim. But overall, I think Royal London assessed the claim fairly, relying on the medical evidence to conclude that Mr M didn't meet the policy definition required to qualify for a critical illness payment. I'm therefore not going to ask Royal London to do anything further in respect of this complaint. Once again, I'm sorry to send unwelcome news to Mr M.

## **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 October 2025.

Jo Chilvers  
**Ombudsman**