

## **The complaint**

Mr W has complained that Zurich Assurance Ltd has declined a critical illness claim.

## **What happened**

Mr W had a lifestyle plan which included critical illness cover with Zurich. The policy ended in November 2023.

He made a claim following a cancer diagnosis in July 2024. He said that his consultant's opinion was that his cancer was present in 2022. Zurich considered the evidence from that time but declined the claim on the basis that the policy definition wasn't met – a histology report showed no invasive malignancy in 2022.

Unhappy, Mr W referred his complaint to our service. The investigator didn't recommend that it be upheld – he didn't find that Zurich had treated Mr W unfairly on the basis of the evidence it had.

Mr W appealed.

## **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.

Whilst I've summarised the background to this complaint, I've carefully considered all the submissions Mr W has made. In this decision though I've focused on what I find is key issue here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the contract terms; regulatory rules; good industry practice; and the available evidence to decide whether I think Zurich treated Mr W fairly. Having done so, and although I recognise that he will be very disappointed by my decision, I agree with the conclusion reached by the investigator. I'll explain why.

In order for a claim to succeed it is for the policyholder to show that they have a valid claim. Here, this would mean Mr W is able to show that the policy definition of cancer is met. The cancer definition is as follows:

*The uncontrolled growth and spread of cancerous cells. It must be evidenced by definite results from a microscopic examination of a sample of the relevant cells. For the avoidance of doubt, leukaemia, lymphoma and Hodgkin's Disease are covered. All Malignant Melanomas except ones which are in situ (i.e. which are restricted to the epidermis and have not invaded other tissue) are covered. All other skin cancers are not covered. All cancers in situ are not covered. Kaposi's Sarcoma is not covered.*

Mr W's consultant wrote in October 2024 that in his opinion Mr W had this cancer since 2022. He said that the biopsies at the time appeared to have under sampled the lesion. The consultant confirmed his view in January 2025.

I have great sympathy here – I have read Mr W's testimony regarding his experience when having a biopsy in 2022. From this it is clear why he and his consultant believe that the biopsy was 'under sampled'. Mr W says that a second biopsy under general anaesthetic was positive. But the fact remains that, notwithstanding the opinion of his consultant, the medical evidence doesn't show that the definition was met in 2022. The histology report from March 2022 showed no significant inflammation or invasive malignancy. For completeness I should add that I'm satisfied that Zurich considered all the medical evidence presented when reaching its conclusion.

Further Mr W says that the outcome is not fair based on the history of the plan and Zurich's obligations under the Consumer Duty. I note that the cover had been in force for many years and premiums were dutifully paid. Nevertheless, it doesn't follow that the policy terms shouldn't apply. Likewise the Consumer Duty is a regulatory requirement, directing financial businesses to act in certain ways to deliver good outcomes for their retail customers. But this doesn't necessarily mean that customers will always get good outcomes, or that claims will be upheld. In all the circumstances here, I don't find that Zurich failed to act in accordance with the Duty.

I am sorry to bring Mr W unwelcome news. But I don't find it was unfair, unreasonable or contrary to the policy terms for Zurich to conclude that the policy definition wasn't met prior to the policy coming to an end in November 2023.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 October 2025.

Lindsey Woloski  
**Ombudsman**