

## The complaint

The estate of Mrs H complains because ReAssure Limited hasn't paid a critical illness insurance claim.

## What happened

Mrs H held a critical illness insurance policy, provided by ReAssure. Mrs H made a claim under her policy but, very sadly, subsequently passed away. ReAssure said the claim wasn't covered because Mrs H hadn't survived for 28 days after her medical condition was first diagnosed.

Unhappy, Mrs H's estate complained to ReAssure, who paid £300 compensation for service failings, before bringing the matter to the attention of our Service.

One of our Investigators looked into what had happened and said he didn't think ReAssure had acted unfairly or unreasonably in the circumstances. Mrs H's estate didn't agree with our Investigator's opinion, so the complaint has been referred to me to make a decision, as the final stage in our process.

## 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.

I'm very sorry to hear about the sad circumstances which led to this complaint, and I'd like to offer Mr H and his family my sincere condolences for their loss.

My role is to make an independent and impartial decision, which is fair and reasonable to both parties to the complaint. In doing so, I've taken into account principles set out under industry rules which say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've also taken into account industry guidance set out in the Association of British Insurers' ('ABI's') 'Statement of Best Practice for Critical Illness Cover'.

The terms and conditions of Mrs H's policy say:

*'Critical Illness Cover*

*...*

*Payment will be subject to the life assured living for a "survival period" of 28 days from the date that:*

*i) The relevant condition is first diagnosed or occurs.....'*

The policy also says, *'a claim must be supported by evidence from an appropriate medical consultant of a definite histology.'*

I don't think the "survival period" term is unusual or unreasonable. It's one which is

commonly found in standalone critical illness insurance policies and is based on examples set out within the ABI Statement of Best Practice. The fact that this term may not have been mentioned in policy statements sent to Mrs H doesn't mean it would be fair and reasonable to disregard the term entirely.

I've weighed up the available medical evidence to decide whether I think ReAssure acted fairly and reasonably when declining Mrs H's claim. I think it's clear, based on the medical evidence I've seen, that Mrs H was strongly presumed to be suffering from a critical illness in the months leading up to her sad passing. However, the policy requires that Mrs H survive for 28 days following a diagnosis or occurrence.

The medical evidence says Mrs H only received a confirmed diagnosis less than 28 days before her sad passing. And I've seen no medical evidence confirming when the likely occurrence of Mrs H's critical illness was.

I've also taken into account evidence from ReAssure's Chief Medical Officer as to whether Mrs H's critical illness ought reasonably to have been diagnosed sooner than it was. The Chief Medical Officer's conclusion was that this was unlikely. I'm satisfied ReAssure acted fairly and reasonably in considering this.

I can understand why Mrs H's estate thinks this claim should be paid but critical illness policies aren't designed to cover every situation and it's up to the insurer to set the parameters for what is and isn't covered. I'm really sorry to disappoint Mr H but I don't think this claim is covered under the terms and conditions of Mrs H's policy, and it wouldn't be fair or reasonable to direct ReAssure to accept the claim outside of a strict application of the policy terms and conditions.

I have no power to award compensation to Mrs H's estate (I would only have had the power to award compensation to Mrs H personally), and I can't award compensation to Mr H as he wasn't a customer of ReAssure for the purposes of this complaint. However, I'm pleased to see that ReAssure has paid compensation for how it handled matters.

### **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 the estate of Mrs H to accept or reject my decision before 31 October 2025.

Leah Nagle  
**Ombudsman**