

The complaint

Mr and Mrs M complain that The Royal London Mutual Insurance Society Limited trading as Scottish Provident has turned down a critical illness claim they made on a personal 'Self Assurance' mortgage protection plan.

As Mr M brought the complaint to us, for ease of reading, I've referred mainly to him throughout this decision.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

In 2009, Mr and Mrs M took out a Self Assurance personal protection plan, which provided life and critical illness cover.

On 12 February 2024, Mr M asked Royal London to cancel the policy. Cancellation took effect on 29 February 2024.

Unfortunately, in May 2024, Mr M was diagnosed with prostate cancer. So he asked Royal London to reinstate the cover. Given Mr M's diagnosis, Royal London told him it couldn't reinstate the policy. But it said it would consider whether Mr M's condition would likely have met the critical illness definition of cancer at the time the policy was cancelled.

Royal London asked for medical evidence so it could assess a critical illness claim. Based on the information it received, it didn't think there was enough histological evidence to show Mr M's condition would have met the cancer definition at the point the policy was cancelled. So it turned down Mr M's claim.

Mr M was very unhappy with Royal London's decision and he asked us to look into his complaint.

Our investigator didn't think Royal London had treated Mr M unfairly. He thought it had been reasonable for Royal London to find that Mr M's condition hadn't met the policy definition of cancer at the time the contract was cancelled.

Mr M disagreed and he provided new medical evidence, dated November 2024, which showed that the cancer had worsened since he'd undergone surgery. Royal London assessed the new evidence, but it didn't change its position. And as our investigator still didn't think Royal London had treated Mr M unfairly, he didn't recommend that Royal London should accept or pay Mr M's claim.

As Mr M remained unhappy with the investigator's view, the complaint has been passed to me to decide.

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, whilst I'm very sorry to disappoint Mr and Mrs M, I don't think it was unfair for Royal London to turn down Mr M's claim and I'll explain why.

First, I'd like to say how sorry I was to hear about Mr M's diagnosis. It's clear that this has been a very worrying and upsetting time for Mr and Mrs M. I'd also like to reassure Mr M that while I've summarised the background to his complaint and his submissions to us, I've carefully considered all he's said and sent. In this decision though, I haven't commented on each point that's been raised. Instead, I've focused on what I consider to be the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available medical evidence, to decide whether I think Royal London treated Mr and Mrs M fairly.

Was it reasonable for Royal London to decline to reinstate the policy?

Both parties agree that Mr M asked Royal London to cancel the policy on 12 February 2024. A cancellation notice was sent, confirming that the policy had been cancelled on 29 February 2024. At that point, cover under the policy ended.

In line with Royal London's process, Mr and Mrs M had 90 days from cancellation to ask Royal London to reinstate the cover. And I can see Mr M contacted Royal London on 14 May 2024, to ask it to do so.

However, that doesn't mean Royal London was obliged to reinstate Mr M's policy. I think it was reasonably entitled to decide whether it was still prepared to offer cover, given the time that had passed since Mr M had originally taken out the contract. That's because there was the real possibility that Mr and Mrs M's health could have changed since 2009, meaning there was potential for the risk of a claim to have significantly increased.

Royal London's notes indicate that Mr M was told on 14 May 2024 – the day he called to request reinstatement – that his request would need to go through the underwriting team. The contemporaneous evidence therefore suggests Mr M was told that reinstatement wasn't guaranteed. Mr M duly completed a health questionnaire following his request to restart the policy. And I've seen evidence that the questionnaire was assessed by a member of Royal London's underwriting team so the request could be considered. In my view, this was a fair and appropriate step for Royal London to take. Given Mr M's diagnosis though, Royal London's underwriter concluded that the contract couldn't be reinstated.

I've thought about this carefully. But I'm satisfied the evidence shows that Royal London appropriately considered whether or not to reinstate cover and took relevant evidence into account when it did so. I also think it's most likely that Royal London would have treated any of its customers in Mr M's situation in the same way.

On that basis, I don't think it was unfair for Royal London to have declined to reinstate Mr M's plan. This means I'm satisfied he didn't have critical illness cover in place at the time of his cancer diagnosis.

Was it fair for Royal London to turn down Mr M's claim?

The terms of the insurance contract clearly set out the definition which must be met in order for a valid critical illness claim for cancer to be paid. This says:

'Any malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's disease but the following are excluded:

- *all tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ;*
- *all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least TNM classification T2N0M0;*
- *any skin cancer other than invasive malignant melanoma.'* (My emphasis added).

In my view, the contract terms make it sufficiently clear that in order for a claim for prostate cancer to be payable, it must be histologically classified as having a Gleason score of more than six. It's clear that at the time of Mr M's diagnosis in May 2024, his cancer had been classified as having a Gleason score of 4+3. But, as I've set out above, the policy had been cancelled in February 2024. So in order for a critical illness claim to be payable, Royal London needs to be satisfied that Mr M's tumour would have been histologically classified as having a Gleason score of more than six prior to 29 February 2024.

It's a general principle of insurance that it's for a policyholder to provide enough evidence to show that they have a valid claim on a policy. That means it was Mr M's responsibility to provide Royal London with enough medical evidence to show that his claim met the policy definition of cancer prior to the cancellation of the policy.

Royal London reviewed the medical evidence Mr M and his treating team provided, including with its medical officers (MOs). And it wasn't persuaded the medical evidence showed Mr M's tumour would have likely been histologically classified as having a Gleason score of more than six before 29 February 2024. So I've carefully considered the available medical evidence to decide whether I think this was a fair conclusion for Royal London to draw.

It's important I make it clear that I'm not a medical expert. It isn't my role to interpret medical evidence to reach a clinical judgement and it would be inappropriate for me to do so. Instead, I've looked closely at the available medical evidence to decide which I find most persuasive.

Mr M's medical records show that he'd previously suffered from spinal issues in 2019, for which he'd undergone surgery. His symptoms had included urinary issues, including increased frequency and urgency. Mr M underwent surgery. It seems from Mr M's own account that his urinary symptoms had persisted post-surgery, although he says they were manageable.

In February 2024, Mr M's urinary symptoms worsened and he was prescribed antibiotics to treat an infection. He was also referred to a spinal surgeon due to other symptoms he was experiencing. Subsequently, in mid-April 2024, Mr M was seen by a consultant urological surgeon I'll call Ms L. The resulting clinic letter stated:

'It sounds very much like he has an overactive bladder due to his cervical nerve impingement and I am wondering whether there is an element of myelopathy here.'

Ms L's letter indicates that a examination was carried out which revealed a '*benign-feeling prostate*'. Ms L tested Mr M's PSA levels at this appointment.

It seems that Mr M had raised PSA levels which prompted further investigations and led to Mr M's diagnosis in May 2024.

Subsequently, Ms L wrote to Royal London on 8 July 2024 in support of Mr M's claim. She

said:

'(Mr M) gave a three month history of urinary symptoms...This coincided with a return of his cervical spine stenosis symptoms in February 2024.

'His investigations led to a histological diagnosis of prostate cancer...His prostate cancer would have been present for many months before histological confirmation.'

I've considered this evidence very carefully because based on Ms L's evidence, it's possible that not only had Mr M been suffering from prostate cancer for several months, but his tumour may also have had a Gleason score of more than six before the policy was cancelled. I note though that Ms L didn't indicate it was more likely than not that Mr M's tumour would have been classified with a Gleason score of more than six before 29 February 2024.

On the other hand, Royal London's MOs have also reviewed the medical evidence. In brief, the clinical team did not think there was compelling evidence that Mr M's urinary symptoms derived from his prostate – especially given the examination had suggested his prostate felt benign. He'd been noted to have good urinary flow. The MOs also concluded that Mr M's symptoms had been attributed to neurological symptoms. They felt that Mr M's visit to Ms L in April 2024 had been 'non-suspicious' and that there were no suspicions that Mr M had prostate cancer prior to the plan being cancelled. I asked the MO to provide their opinion on whether Mr M's Gleason score was most likely to have exceeded six prior to the cancellation of the policy. The MO stated:

'It is impossible to have certainty of the Gleason score prior to the cancellation of the plan without histology tests being carried out until later, and to comment would be highly speculative.'

I've weighed up all of the available medical evidence. As I've said, I accept it's possible Mr M's tumour may have met the relevant cancer definition before the policy was cancelled in February 2024. However, I need to make a decision based on what I think to be most likely, given the available evidence. Ms L is an expert in urological medicine and it seems, from her clinic letter of April 2024, that she felt Mr M's symptoms were caused by his spinal issues. There seems to have been little to suggest Mr M could have prostate cancer until high PSA levels were noted.

Therefore, I don't think it was unfair for Royal London to have relied on the expert opinions of its MOs to conclude, on the balance of probabilities, that there was simply not enough evidence to show Mr M's condition met the relevant cancer definition while the policy was still in place. And as such, I don't think it unfairly turned down Mr M's claim.

Mr M provided further evidence to show that his Gleason score had been upgraded in November 2024. Royal London considered this evidence but didn't change its stance. That's because it said it still didn't indicate that Mr M's tumour would have met the relevant definition in February 2024. On balance, I don't find this was an unfair conclusion for Royal London to reach, taking into account all of the medical evidence it already had.

I sympathise with Mr and Mrs M's position and I'm very sorry to cause them further upset. But I don't think it was unfair or unreasonable for Royal London to conclude that Mr M hadn't shown he had a valid critical illness claim while the policy was still in force. And so it follows that I don't find Royal London acted unreasonably when it declined to pay Mr M's claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 9 January 2026.

Lisa Barham
Ombudsman