

The complaint

Ms H has complained about the service she received from Hamilton Insurance Designated Activity Company when she made a claim on her cancer care policy.

What happened

Ms H held a policy with Hamilton relating to cancer care. It provided a sum assured of £30,000 in the event that she was diagnosed with cancer. In spring 2025, Ms H did unfortunately receive a cancer diagnosis. So she decided to submit a claim to Hamilton.

Ms H says she initially tried to do this by telephone but her calls weren't answered. So she submitted her claim by email. She heard nothing for five weeks. And her claim was only started when she called to find out what was happening.

At this point, Hamilton sent Ms H a claim form to complete and return - which she did. There were further issues in Hamilton receiving what Ms H sent them and she had to send the form four times in total. When Hamilton were able to access this, they requested medical information to help them assess it. In mid-September, Hamilton confirmed they would pay the claim. But it then took a further 2½ weeks for Hamilton to make payment.

Ms H complained about how Hamilton had handled her claim and about how long it had taken. She said the delay had compromised her treatment, as she delayed getting genetic testing due to the cost and had pursued chemotherapy. She'd reacted extremely badly (and possibly permanently) to the chemotherapy – which she said could have been avoided if Hamilton had paid the claim promptly and allowed her to have the testing sooner. And she complained that the delays prevented her from accessing the cancer support services attached to the policy when she needed them.

Hamilton didn't respond to Ms H's complaint so she brought it to our service. Our investigator reviewed the information provided by both parties and concluded Hamilton should pay Ms H £300 compensation for the upset and frustration she'd been caused by their lack of communication and delay. While she acknowledged Ms H's view of the impact on her in terms of getting the genetic testing, the investigator couldn't agree Hamilton were responsible for this as she thought it unlikely the claim would have been paid soon enough to cover that cost even if there had been no delay.

Hamilton agreed with the investigator's view. Ms H didn't. So I've been asked to make 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 that I agree with our investigator that Ms H's complaint should be upheld and Hamilton should pay her £300 compensation. I'll explain why, focusing on the points and evidence I consider material to my decision. So if I don't mention something in particular, it's

not because I haven't thought about it. Rather, it doesn't change the outcome of the complaint.

I know Ms H doesn't think this sum is enough to recognise the impact Hamilton's delay and poor service has had on her. But I can only say a business should compensate its customer if I'm satisfied, not only that they did something wrong, but that what they did wrong negatively impacted on the customer.

In this case, Hamilton haven't challenged the investigator's conclusion that they could have dealt with Ms H's claim more quickly and communicated more efficiently. I agree. So I've focused my decision on the impact that had on Ms H.

Ms H says the delays meant she couldn't access the support services provided by the policy. And, most importantly, that Hamilton's delay meant she couldn't get genetic testing as soon as she wanted to. I understand from her submissions she holds Hamilton responsible for the issues she suffered as a result of pursuing chemotherapy in the early stages of her treatment. I've thought very carefully about this.

Most people find chemotherapy difficult. But I understand Ms H's reaction went well beyond this, leaving her with additional ongoing health challenges which may be permanent. I was very sorry to read about how she's suffered.

But I can't agree that Hamilton are responsible for the treatment decisions she and her doctors made. I can't reasonably say they should have assumed Ms H wanted the money for treatment. Nor have I seen any evidence she made them aware of that fact. And it's apparent that Ms H did have options as, about 10 days after she sent her claim to Hamilton, she paid a deposit for genetic testing using a credit card.

I agree with our investigator that it's unlikely this would have been any different, even if Hamilton hadn't delayed, because they had to gather and assess medical evidence to verify Ms H's claim. The policy makes no promises about how long assessment will take. And I'm not persuaded this process would have been completed before Ms H decided to pay on her credit card, even if she'd successfully lodged her claim the first time she tried to contact Hamilton. So I can't say she would have been in a different position, but for the delay that occurred.

In respect of accessing the support services, our investigator noted these are available immediately the policy starts. It's clear from the policy document that's the case. Ms H has said this doesn't reflect the practical realities of accessing support, as customers have to complete an enrolment process. I don't think this is unreasonable. And our service can't direct a business how to operate this type of additional service. So, like our investigator, I can't fairly say this had an impact on her for which I should direct Hamilton pay compensation.

Putting things right

As I've noted above, Ms H doesn't think the £300 compensation recommended by our investigator adequately addresses the impact Hamilton's failings have had on her. And I've explained why I don't agree with the extent to which she holds Hamilton responsible for her current situation.

I can only award compensation for those elements where I do think Hamilton fell short. Those were failing to acknowledge her claim, repeatedly asking her to submit it and a delay in paying the claim after it was agreed. I think an award of £300 is in line with our published

guidance and reflects the repeated errors which required reasonable effort on Ms H's behalf to sort out and resulted in some weeks to sort out..

My final decision

For the reasons I've explained, I'm upholding Ms H's complaint and directing Hamilton Insurance Designated Activity Company to pay her £300 compensation for the stress and inconvenience they've caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 13 February 2026.

Helen Stacey
Ombudsman