

complaint

Mr R has complained that AIG Life Limited has declined a claim for critical illness under his term assurance policy.

background

Mr R holds a term assurance policy that includes critical illness cover. The policy would pay a benefit of £240,210 in the event of a valid claim.

In 2017 Mr R was diagnosed with cancer. So, he submitted a claim. After gathering medical information, Mr R was told his claim wasn't successful. AIG explained it had considered his claim under a number of definitions but the terms hadn't been met.

Mr R complained. He said that he'd been provided with a poor service by AIG as they'd written to the wrong doctor, which had delayed things. Mr R believed he met the conditions of the skin cancer definition.

AIG didn't think it had done anything wrong. It said it was understandable that it had written to a different doctor because of the way Mr R had written his name in the claim form. It also didn't agree that Mr R's cancer met the skin cancer definition. Mr R remained unhappy and referred his complaint to this service.

Our investigator didn't uphold Mr R's complaint. Based on the medical evidence provided, she didn't think Mr R's claim satisfied any of the definitions for a critical illness claim to be paid. She also didn't think AIG should've known to question Mr R further about the name of his doctor based on the way it had been written down in the claim form. Mr R asked for a final decision.

my findings

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 Mr R's complaint.

Mr R's policy sets out the circumstances in which a claim for critical illness benefit will be paid. It contains several definitions relating to cancer. AIG has considered Mr R's claim under the following three definitions:

'Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes:

- *Leukaemia,*
- *Sarcoma, and*
- *Lymphoma (except cutaneous lymphoma – lymphoma confined to the skin)*

The following are not covered

- *All cancers which are histologically classified as any of the following:*
 - *pre-malignant, non-invasive, cancer in situ, having borderline malignancy, or having low malignant potential,*

- *Malignant melanoma skin cancer that is confined to the epidermis (outer layer of skin),*
- *Any non-melanoma skin cancer (including cutaneous lymphoma) that has not spread to lymph nodes or metastasised to distant organs, and*
- *All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above, or having progressed to at least TNM classification T2bN0M0.'*

'Skin cancer (not including melanoma) – advanced stage as specified

Non-melanoma skin cancer diagnosed with histological confirmation that the tumour is larger than 2 centimetres across and has at least one of the following features:

- *tumour thickness of at least 4 millimetres (mm),*
- *invasion into subcutaneous tissue (Clark level V),*
- *invasion into nerves in the skin (perineural invasion),*
- *poorly differentiated or undifferentiated (cells are very abnormal as demonstrated when seen under a microscope), or*
- *has recurred despite previous treatments.'*

'Other cancer in situ - with surgery

Cancer in situ diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells that are confined to the epithelial linings of organs and that has been treated by surgery to remove the tumour.

For the above definition, the following are not covered:

- *Any skin cancer (including melanoma); and*
- *Tumours treated with radiotherapy, laser therapy, cryotherapy or diathermy treatment.'*

Having reviewed the policy terms in full, I don't think there are any other definitions applicable to the circumstances of Mr R's claim.

Mr R accepts that his claim wouldn't be accepted under the 'cancer – excluding less advanced cases' definition. This is because Mr R has been diagnosed with a skin lymphoma, which is excluded. I agree with this.

Mr R believes that his claim should be accepted under the 'skin cancer' definition. This is because he says both of his tumours are larger than two centimetres across. He also says the tumour on his shoulder disappeared after being treated with steroid cream but returned, so this meets the 'recurred' requirement of the definition. He's also said that 'recurred' isn't defined in the policy terms so it is open to interpretation.

AIG doesn't think the medical evidence provided supports that Mr R's tumours have recurred and having carefully considered the same, I agree. The most relevant evidence has been provided by Dr M in a letter dated 28 February 2018. Mr R refers to the following sentence in support of his claim:

'The size of cutaneous lymphomas would meet the criteria of a skin cancer that is larger than 2cm across and has recurred despite topical treatments...'

But in the same letter Dr M also says:

'He first noticed symptoms from his Lymphoma in April 2017. He was prescribed topical treatments which did not work.'

This suggests that previous treatment hadn't worked so the tumours can't be said to have 'recurred'. I've taken Mr R's points on board about the absence of a definition of 'recurred'. But I think it's fair to take the ordinary meaning of the word, which is to happen again or occur repeatedly. In order to say the tumour had happened again, I think it would've had to go away first. I appreciate that Mr R says the tumour on his shoulder went away, but I don't think this is supported by the evidence provided to AIG.

So, in the absence of any clear evidence from Mr R's treating doctors saying that either of the tumours had gone away and then come back, I don't think it was unreasonable for AIG to decline the claim under this definition. But Mr R is free to provide AIG with further evidence from his doctors to support his claim.

Mr R has suggested that his claim should also be paid under the third definition, 'other cancer in situ – with surgery'. But I don't think the circumstances of his claim meet the requirements of this definition. This is because any skin cancer is excluded and Dr M has confirmed that Mr R's lymphoma is a type of skin cancer.

For the reasons set out above, I don't think AIG has treated Mr R unfairly by declining his claim.

I also don't think I can hold AIG at fault for writing to the wrong doctor based on the way the information was presented in Mr R's claim form.

my final decision

For the reasons set out above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 3 September 2018.

Hannah Wise
ombudsman