

## **The complaint**

Mr and Mrs R are unhappy that Scottish Widows Limited informed them that Mr R's critical illness policy with life cover ('the policy') was no longer in force at a time when Mr R had been diagnosed with a critical illness.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll instead focus on giving the reasons for my 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.

Scottish Widows has an obligation to treat customers fairly.

I have a lot of empathy for Mr and Mrs R's situation. I know they'll be very disappointed but for reasons set out below, I'm satisfied Scottish Widows has fairly and reasonably concluded that the policy expired in September 2022. And as Mr R was diagnosed with skin cancer after this date, there was no policy in place to claim on.

- I've seen documents from the time of sale, and I'm satisfied the policy was set up in September 2009 for 13 years and with an end date in September 2022. There were other policies taken out alongside the policy relating to Mr R as part of a protection plan including another critical illness policy with life cover (with a term of ten years), an income protection insurance policy (also with a term of 13 years) and a separate life insurance policy (with a term of 26 years).
- Mr and Mrs R were sent annual statements each year and from the statements I've seen, I'm satisfied it's clearly set out that protection under the policy ends on a date in September 2022.
- So, I'm satisfied that it was reasonably made clear to Mr and Mrs R that the policy ended in September 2022.
- That's also supported by the annual statement for Mr and Mrs R dated September 2022 – after the policy ended. This only lists the remaining life insurance policy under the heading: "a summary of the protection you have". That's the insurance policy which had a term of 26 years when taking out cover in 2009.
- I've taken into account that Scottish Widows sent Mr R a letter dated September 2022 confirming a much lower premium would be collected going forwards. There's a table which shows that the change in premium relates to the policies shown "in the table below" which mentions "critical illness with life cover" for Mr and Mrs R and it lists the policy numbers.
- Given the annual statement dated September 2022 didn't include these policies, I think it ought to have been reasonably clear to Mr and Mrs R that the policy had

ended, and they were no longer paying for it. Particularly as the premium quoted as being collected from the month after in its letter dated September 2022 was considerably less than the monthly premium for the policy and the documentation they'd received since the policy was set up reflected the policy ended in September 2022.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 13 June 2024.

David Curtis-Johnson  
**Ombudsman**