

## The complaint

Mr and Mrs A have complained that ReAssure Limited declined the claim they made after Mr A was placed in a coma as part of his treatment.

## What happened

In 2004, Mr and Mrs A bought a life and critical illness policy from an insurer I'll call V. The policy has since been transferred to ReAssure.

In spring 2022, Mr A was taken to hospital with a suspected bleed on his brain. He was later diagnosed as having both meningitis and encephalitis. Mr A was admitted for treatment, which included doctors placing him in an induced coma. He remained in the coma for a total of 16 days.

Mr and Mrs A's policy didn't provide cover for either meningitis or encephalitis. But it did include "coma" as a covered condition. The policy defines a coma as:

### *"Coma*

*Defined as: A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least 96 hours. Life support must be used throughout the period of unconsciousness.*

*Explanation: A coma is a state of complete unconsciousness in which all reflexes are absent. In severe cases the body may no longer be able to function properly and treatment with a life support system will be needed."*

Mr and Mrs A made a claim. But this was declined by ReAssure. They explained to Mr and Mrs A that the coma definition would have meant Mr A had a Glasgow Coma Scale (GCS) score of 3 throughout the 96 hour period. But Mr A's notes showed that his GCS had risen from 3 to 8 or 9 after 72 hours. So they determined the definition hadn't been met.

Mr and Mrs A complained about ReAssure's decision, and provided evidence from the doctors who'd treated Mr A that he'd remained in a coma although his GCS had improved. ReAssure accepted they'd not registered their complaint promptly and paid Mr and Mrs A £250 compensation for that error. But they didn't change their decision not to pay the claim. So Mr and Mrs A brought their complaint to our service.

Our investigator considered all the information and concluded ReAssure didn't need to do anything different to resolve the complaint. He noted the policy definition doesn't refer to a person's GCS score – but it does require there to be "no reaction to external stimuli". He noted Mr A had made some responses within the 96 hour period. So he was satisfied the policy definition hadn't been met.

Mr and Mrs A didn't agree with the investigator's view of their complaint. 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'm not upholding Mr and Mrs A's complaint. I know this will be upsetting news, and I'm sorry about that. I hope it will help if I explain the reasons for my decision.

It's clear from everything I've read that Mr A's illness has been very difficult for him and he continues to be affected by it. And I can appreciate the distress supporting him through this will have caused Mrs A. But I can only say ReAssure should do more to resolve their complaint if I'm satisfied they've not dealt with Mr and Mrs A's claim fairly and reasonably, in line with the policy terms. And I don't think I can say that here.

I appreciate the efforts Mr and Mrs A have made to obtain evidence that Mr A was in a coma. But that's not in dispute. The issue is whether the coma met the policy definition I've quoted above.

ReAssure have referred to Mr A's GCS in their decision letter and response to the complaint. So I understand why Mr and Mrs A obtained evidence from Mr A's doctors which focused on that score. I'm not a medical expert – so I'm not going to comment on what score does or doesn't represent a comatose state. Like our investigator, I've focused on the wording of the policy term and the steps ReAssure took to assess whether it had been met.

ReAssure obtained Mr A's medical records for review to make their decision. The first records didn't give them a complete picture, so they requested further information to satisfy themselves about his condition. And they reviewed the medical information from Mr and Mrs A when it was sent to them. So I'm satisfied from this ReAssure made reasonable investigations before concluding the policy terms weren't met.

ReAssure provided the medical evidence they reviewed. This shows Mr A did respond to external stimuli (voices) within 96 hours of being placed in the coma and that his condition varied throughout the time he was comatose. So I think ReAssure's conclusion the criteria in the policy terms weren't met was a reasonable one.

I understand from what I've read the ongoing difficulties Mr and Mrs A face and I'm sorry my decision won't make those any easier. But, for the reasons I've explained, I don't think ReAssure need to do any more to resolve their complaint.

## **My final decision**

For the reasons I've explained, I'm not upholding Mr and Mrs A's complaint about ReAssure Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 11 September 2024.

Helen Stacey  
**Ombudsman**