

## **The complaint**

Mr and Mrs M complain that The Royal London Mutual Insurance Society Limited wouldn't pay out when Mrs M tried to claim on their life and critical illness insurance policy.

## **What happened**

The history of this complaint is well known to both parties, so I won't repeat all the details here. In brief, Mr and Mrs M took out life and critical illness cover with Royal London in 2007. Most unfortunately, in February 2024, Mrs M suffered a cardiac arrest. She subsequently tried to claim under her critical illness cover, but was told it wasn't possible to consider a claim, as her policy didn't provide cover for cardiac arrest. Mrs M said this was unfair, as newer policies did provide such cover and she and Mr M had been paying for the policy for years. She complained, but Royal London maintained its position.

Mrs M was unhappy about this, so came to the Financial Ombudsman Service. Our investigator didn't uphold the complaint, saying he couldn't fairly ask Royal London to pay a claim for a condition that wasn't covered under the policy.

Mrs M disagreed so the complaint has come to me for 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 so, I'm not upholding this complaint. I recognise my decision will disappoint Mr and Mrs M and I'm sorry about that. I'll explain my reasons, focusing on the key points and evidence I consider material to my decision.

Critical illness benefit provides cover for serious illnesses and conditions. Aside from an industry best practice requirement to provide cover for three core conditions – cancer, heart attack and stroke – insurers are free to decide which conditions they will and won't cover. No policy provides cover for all serious illnesses and conditions in all circumstances.

Mrs M has provided evidence to show that she experienced a cardiac arrest, requiring defibrillation and cardiopulmonary resuscitation, before being admitted to hospital. Mrs M underwent further investigations and had an ICD device fitted. I recognise this would have been a frightening and distressing experience for Mrs M, which is still impacting on her.

Mr and Mrs M took out their policy in 2007. So the terms they agreed to in 2007 are the terms against which any claim is assessed. Unfortunately, cardiac arrest isn't one of the conditions covered under Mr and Mrs M's policy. Heart attack – of specified severity, is covered, but there's no suggestion Mrs M also experienced a heart attack.

I can understand Mrs M's frustration about this and the fact that newer policies do provide such cover. There's no requirement for an insurer to tell customers about new products or about changes that are made to the conditions covered. Such changes do not apply retrospectively. Each policy is priced according to the policy holder's individual circumstances and accepted on the specific terms offered. So I can't ask Royal London to consider a claim for Mrs M's cardiac arrest, because her policy doesn't cover that situation.

To conclude, I don't think Royal London has acted unreasonably in relying on the terms of Mr and Mrs M's policy. So I'm not going to ask Royal London to do anything more in respect of this complaint. Once again, I'm sorry to send unwelcome news to Mr and Mrs M.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 24 October 2024.

Jo Chilvers  
**Ombudsman**