

The complaint

Mrs P and Mr P have complained that The Prudential Assurance Company Limited didn't settle Mrs P's claim at the correct level.

All references to The Prudential Assurance Company Limited "Prudential" include its trading or other names.

What happened

The background to this complaint is well known to the parties so I won't repeat it in detail here. In summary Mrs P made a claim under the serious illness cover benefit in her policy when she received a diagnosis of cancer. Prudential met the claim – it assessed Mrs P's cancer as being severity level D, which equated to 25% benefit. Mrs P felt that her diagnosis showed it was severity level C – which equated to 50% benefit. Prudential didn't agree so Mr and Mrs P referred their complaint here.

Our investigator didn't find that Prudential had done anything wrong. Mr and Mrs P appealed.

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.

I'm aware I've summarised the background to this complaint - no discourtesy is intended by this. Instead, I've focused on what I find is the key issue here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've fully reviewed the complete file and considered the further medical evidence submitted after our investigator's view. I recognise that Mr and Mrs P will be very disappointed my decision and I'm sorry this decision doesn't bring more welcome news. But for the following reasons I agree with the conclusion reached by our investigator:

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mr and Mrs P's policy and the available medical evidence, to decide whether I think Prudential treated them fairly.
- The policy terms provide that the lump sum payable in the event of a claim depends on the severity level of the serious illness. The staging of cancer is assessed using The International Union against Cancer TNM Classification of Malignant Tumours 6th edition. This is important – as staging classifications may change slightly in later editions. The dispute here is as to whether Mrs P's cancer falls under severity level C: Advanced cancer classified as a TNM Group Stage II tumour. Mrs P's treating specialist recorded the cancer as stage 2, as it had spread to the second ovary.

Accordingly Prudential sought input from its Chief Medical Officer. It also did so in response to the further letter from the consultant. I find that was fair.

- The pathology report submitted refers to the FIGO staging system, which is based on surgical staging. But the criteria for establishing the cancer stage is that set out in the policy and referred to above. The stages are based on clinical and/or pathological classification. So I find it was fair to use this classification system. But even under the FIGO system a classification of stage II requires pelvic extension: *Tumour involves one or both ovaries with pelvic extension*. From the pathology report there is no evidence of pelvic extension. The left fallopian tube was noted to be 'unremarkable'. However I'm satisfied that the classification Prudential used did accord with the pathology report. The category T1c states: *Tumour limited to one or both ovaries; capsule ruptured; tumour on ovarian surface; malignant cells or ascites or peritoneal washings*.
- I understand why Mrs P feels aggrieved. The pathology report does show that there is spread from one ovary to the other. And for example, under the 8th edition this would mean a classification as stage IIA. But I don't find that Prudential treated Mrs P unfairly or unreasonably by using the classification system referred to in her policy (6th edition). I'm very sorry to bring Mr and Mrs P such unwelcome news, but in all the circumstances I don't find that Prudential assessed Mrs P's claim incorrectly as at severity level D, based on the medical evidence to hand.

My final decision

For the reasons given above my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 31 January 2024.

Lindsey Woloski
Ombudsman