

The complaint

Mr M complains that Royal London Mutual Insurance Society Limited declined a claim he made under his life and critical illness policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here.

Our investigator didn't uphold the complaint. She thought Royal London hadn't acted unfairly when it declined Mr M's claim. She was satisfied his circumstances didn't meet the policy definition for heart attack and therefore a critical illness claim wasn't payable.

Mr 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 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.

Mr M took out his policy in 2010, some 11 years before the event leading to Mr M's claim. The policy provided cover for a *heart attack – of specified severity*. Royal London has relied on the following policy definition:

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- *New characteristic electrocardiographic changes;*
- *The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:*
 - *Troponin T > 1.0 ng/ml*
 - *AccuTnI > 0.5 ng/ml or equivalent threshold with other Troponin I methods.*

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- *other acute coronary syndromes, including but not limited to angina.*

I can see that all elements of the definition have to be met in order to satisfy the specified level of severity. And having reviewed the medical evidence, that wasn't the case for Mr M.

Tests showed that Mr M did have elevated Troponin levels after admission to hospital. But the readings didn't reach the levels required under his policy. In a letter to Mr M, following a clinic appointment in February 2022, his consultant cardiologist refers to a subsequent cardiac MRI which showed a *'very focal area of abnormality in the right coronary artery which is in keeping with a subendocardial infarct, i.e. a very small heart attack.'*

Mr M accepts the policy definitions but argues it is unfair to rely on them as they're out of date and not in line with current minimum standards and model definitions for critical illness policies, as set out by the Association of British Insurers (ABI). In particular, he argues his Troponin levels were on an upward trajectory, but no further readings were taken after six hours as this would not have benefitted diagnosis. Mr M has also argued that other insurers have paid out even though their policies contained the same definition as Royal London's.

I can appreciate Mr M's arguments and have some sympathy with his position. But I still don't think it would be fair to hold Royal London to definitions that weren't in place when Mr M took out his policy and weren't part of his terms and conditions. The fact remains there isn't medical evidence to show Troponin levels sufficient to meet Royal London's definition, which was consistent with the ABI statement of best practice in place at the time. Royal London offered cover on those terms and priced that cover accordingly. I acknowledge Mr M's evidence that other insurers have paid out, but that doesn't change my view in respect of Royal London. Each insurer is entitled to make its own claims decisions.

Finally, Mr M has argued that he wasn't told about changes to ABI guidelines. But there's no requirement for an insurer to notify customers of any changes and Mr M was free to review his policy at any stage and cancel if he wanted to.

So I don't think Royal London acted unfairly or unreasonably when it declined Mr M's claim under his critical illness benefit. Once again, I'm sorry to send unwelcome news to Mr M.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 December 2023.

Jo Chilvers
Ombudsman