

The complaint

Mr A's complained that Aviva Life & Pensions UK Limited unfairly declined his critical illness claim after he suffered a heart attack.

What happened

In 2010, Mr A bought a life insurance policy, with critical illness included. The policy remains in force.

In spring 2022, Mr A sadly suffered a heart attack. So he made a claim on the critical illness benefit included in the policy.

Aviva assessed the claim but declined it. They explained to Mr A they'd obtained copies of his medical records to help them assess the claim. Having considered these, Aviva concluded Mr A hadn't met the policy definition of a heart attack – which was:

“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*
 - *AccuTn > 0.5ng/ml or equivalent threshold with other Troponin I methods.”*

Aviva said Mr A's highest Troponin reading was 18 ng/L – which equates to 0.018 ng/ml.

Mr A appealed Aviva's decision. Aviva considered the appeal but didn't change their position. Nor were they persuaded to change by an email Mr A's GP sent them shortly after they'd considered the appeal.

Mr A remained dissatisfied with Aviva's conclusion and brought his complaint to our service. He told us he was still struggling to recover from his heart attack. And he thought Aviva should consider all his circumstances.

Our investigator considered the complaint and concluded Aviva didn't need to do any more to resolve it. He was satisfied that Mr A's troponin levels needed to be over a certain level to meet the policy criteria. They weren't – so he couldn't say Aviva had been unfair in declining the claim.

Mr A didn't agree with our investigator's view. 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 A's complaint. I know this will be upsetting and I'm sorry about that. I hope it will help if I explain the reasons why I've reached that decision.

I understand Mr A's position. There's no dispute he had a heart attack last year. I'm sorry to learn he's struggled to recover from that. And I understand that worrying about how he'll manage his finances will put a further strain on him.

But I can only say Aviva should do something more to resolve Mr A's complaint if I'm satisfied they've not dealt with his claim fairly, in line with the policy terms.

Before I consider that, I've noted some inconsistency in the units used to record and/or refer to troponin levels, which I think may have led to confusion. The policy refers to nanograms per millilitre (ng/ml), whereas Mr A's doctors have records levels using nanograms per litre (ng/L). As I've mentioned above, Mr A's highest recorded level was 18 ng/L or – to use the same units as the policy – 0.018 ng/ml. Alternatively, you can say Mr A's level was 18 ng/L when – using this unit – the policy requires a level of at least 1000 ng/L.

I also think some confusion about the policy terms may exist, because Mr A said, in his first complaint letter to us that the policy document didn't contain any figures for troponin levels. And he and Aviva sent us different policy documents.

I've considered both versions. Having done that, I'm satisfied the version provided by Aviva is the one applicable to Mr A's claim because it dates from October 2009 – just a few months before Mr A bought his policy. On the other hand, the version Mr A sent us is dated after his policy purchase. So, while he's correct about the different content, I'm satisfied those terms aren't what apply to this claim.

I wrote to Mr A to let him know this and invited him to comment before I made my final decision. He's not sent us anything in reply. So I assume he understands why I think the 2009 terms are the right ones to refer to.

I've studied the 2009 terms. The relevant one appears in the policy as quoted above. The heading to that term is "*Heart Attack - of specified severity*".

Looking at this term in its entirety, I'm satisfied it makes clear that not all heart attacks are covered. And all the medical records I've seen show that, by the measure applied under the policy, Mr A's heart attack wasn't severe enough to be covered. I've no wish to make light of the impact Mr A's heart attack has had on him, but I can't say Aviva shouldn't apply their terms to his claim. They've done that. I don't think they need to do any more to resolve Mr A's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr A's complaint about Aviva Life & Pensions UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 June 2023.

Helen Stacey
Ombudsman