

The complaint

Mr E is unhappy with the way Aviva Life & Pensions UK Limited dealt with a claim on his policy.

What happened

Mr E has a life insurance policy underwritten by Aviva. His policy includes additional fracture cover.

Unfortunately, whilst on holiday abroad, Mr E had an accident and required medical assistance for his dislocated shoulder. He went to hospital and his shoulder was manually manipulated back into position.

He submitted a claim on his policy. Aviva declined cover because they said benefit was only payable if the dislocation treatment involved surgical intervention. Mr E was unhappy and complained about this.

Mr E then informed AVIVA he had suffered a rupture of both his tendons due to the dislocation and he required further treatment and surgery for his shoulder. Aviva accepted his claim for tendon rupture and paid a benefit of £2,500.

Mr E remained unhappy, and he referred the matter to this service. Our investigator looked into what had happened. She said Aviva had fairly declined cover for the relocation of the shoulder and it was reasonable for them to have settled the later surgery under tendon rupture.

Mr E disagreed. In summary he said:

- His policy clearly covers a dislocated shoulder.
- Medical experts do their utmost to avoid surgery where possible.
- Surgical intervention isn't required to solely relocate a displacement of the shoulder.
- Surgery is carried out to repair the damage of dislocation, which is what has now been carried out

So the case was passed to me to make a 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.

The relevant rules and industry guidelines say Aviva has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

Mr E is unhappy with the terms of the fracture cover offered by the policy. He said the cover provided is unclear and not what he believed he had taken out. Any concerns about the sale

of the policy doesn't form part of this complaint and would need to be directed to the seller of the policy.

Aviva has explained the fracture cover on the policy is designed to provide cover for broken bones and ligament tears, and the most severe dislocation injuries and tendon ruptures that require surgical intervention. The policy terms for dislocation state:

If you suffer from the dislocation of bone from its normal position at the joint requiring surgical intervention, we'll pay:

Patella, knee, ankle or shoulder £5,000

It's not in dispute that Mr E's shoulder was initially put back into place manually whilst he was abroad. He feels strongly that this procedure should still be covered under the dislocation section of his policy. He's explained the treatment was incredibly painful – it was carried out by a number of doctors and involved significant strapping. They used the closed reduction process to manipulate the dislocation back into place. And I appreciate his point that medical professionals, where possible, avoid carrying out invasive surgery.

However, I think the terms of Mr E's policy are clear that in order for dislocation benefit to be paid, surgical intervention is required.

Surgical intervention isn't a defined term within the policy, but it is generally understood to be invasive surgery which involves the cutting open of a patient and the use of surgical instruments.

I understand Mr E has concerns about Aviva's application of 'surgical intervention', but in the absence of a policy definition, I think I was fair for Aviva to apply the common meaning to be invasive treatment. And therefore I'm satisfied they fairly declined cover for Mr E's first procedure.

I note Mr E's comments that surgical intervention isn't ever required to solely relocate a displacement of the shoulder. But treatment plans are always dependent on the severity of the individual injury. So I don't think that's a relevant consideration here. In Mr E's case the evidence shows the medical professional decided to carry out manual relocation, and that procedure isn't covered for the reasons I've explained above.

Following this, Mr E informed Aviva that he was still suffering from issues with his shoulder. He explained both his tendons had ruptured due to the dislocation and he required surgery.

The 'Tendon rupture' section of the Fracture cover states:

If you suffer from the rupture of a tendon requiring surgical intervention, we'll pay:

Rotator cuff £2,500

The letter from Mr E's orthopaedic surgeon explains Mr E required surgery for rotator cuff repair and graft augmentation. He said:

"we will locate the torn tendons, repair them with a combination of strong stitches and anchors."

As this surgery was to repair ruptured tendons and the procedure did require incisions, I think it was fair for Aviva to accept the claim under this section of the policy and pay £2,500 benefit in line with the limit set out in his policy schedule.

Mr E argues that this procedure should also fall under the dislocation cover because the tendon ruptures stemmed from the original dislocation. But the evidence shows this surgery was to repair the rotator cuff tear, and not to relocate the dislocation. As above, the relocation of the shoulder had already happened manually whilst Mr E was abroad. So I think it was reasonable for Aviva to consider Mr E's second surgery to repair his tendons in line with the remaining policy terms and fair for them pay benefit under the tendon rupture section of cover.

Taking everything into account, I'm satisfied Aviva fairly assessed Mr E's claim for the relocation procedure and the rotator cuff surgery. And they paid the benefit in line with Mr E's policy terms and limits.

I know Mr E will find this disappointing, but I hope he understands why I can't reasonably ask Aviva to do anything further here.

My final decision

For the reasons set out above I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 27 January 2025.

Georgina Gill
Ombudsman