

The complaint

Mr S complained that Aviva Life & Pensions UK Limited declined a claim on his life and critical illness policy.

What happened

Mr S took out a life and critical illness policy with Aviva in August 2012. In May 2023, Mr S suffered a heart attack and raised a claim. Aviva declined the claim as they said Mr S hadn't met the policy terms and conditions. Mr S complained.

Aviva didn't uphold Mr S's complaint. They didn't think they'd incorrectly declined the claim. They said Mr S hadn't met the policy terms and conditions. Mr S was unhappy and so brought the complaint to this service. He raised the following points:

- He met the universal definition of a myocardial infarction.
- His consultant had confirmed he'd suffered from a myocardial infarction.
- Troponin is a cardiac enzyme and he had a characteristic rise and fall which meets the policy definition. He felt the definition was ambiguous.
- Troponin can continue to rise for 72 hours and he was only tested twice.
- Aviva have since changed their definition and a specific troponin level is no longer required.

Our investigator didn't uphold the complaint. They didn't think Aviva had incorrectly declined the claim as they agreed the policy definition hadn't been met. Mr S appealed. He says the policy definition is to prove a condition happened, but his heart attack isn't in doubt. He also still thinks the policy term is ambiguous as troponin is an enzyme and so thinks he meets the definition. As no agreement could be reached, the complaint has been passed to me 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Aviva acted in line with these requirements when it declined to settle Mr S's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr S, I've reached the same outcome as our investigator for the same reasons.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr S has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, it's important to understand what the policy terms and conditions say. The definition for heart attack is as follows:

"Death of heart muscle, due to inadequate blood supply, that has resulted in all 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;*
 - o *Troponin T > 1.0ng/ml*
 - o *AccuTnl > 0.5ng/ml or equivalent threshold with other Troponin I methods.*

The evidence must show a definite acute myocardial infarction.

The following are not covered:

- *angina*
- *other acute coronary syndromes"*

I'm sorry to hear about Mr S's health and wish him the best with his recovery. Whilst I empathise with his situation, I agree with Aviva that Mr S doesn't meet the policy definition and so no claim is payable under the policy.

A critical illness policy doesn't cover every possible condition that could be considered critical. Likewise, for a successful claim to be made on a policy, the severity level as set out in the policy also needs to be met.

Aviva haven't disputed that Mr S had a heart attack. However, Mr S has accepted that his recorded troponin levels weren't high enough to meet the criteria set out in the policy terms and conditions. This means that Mr S doesn't meet the definition and so doesn't have a successful claim.

I appreciate that Mr S only had his troponin levels recorded on two occasions, and his levels may have increased further. Aviva has also accepted this and asked their medical officer to review the data, but they don't believe his troponin levels would have got high enough for a successful claim. Based on what I've seen, I don't think Aviva have been unreasonable in coming to this conclusion.

I accept that Aviva have changed their policy terms and conditions and no longer need a specific troponin level for a claim to be accepted. However, this change wasn't retrospective and so didn't change the terms of Mr S's policy. As outlined by our investigator, the Association of British Insurers (ABI) provide recommended definitions for conditions for insurers to implement. At the time Mr S took out his policy, the ABI's recommended definition

was the same as Aviva's as set out above. As such, I can't say that the definition used by Aviva was unfair or unreasonable.

In response to our investigators view, Mr S has stated that troponin is an enzyme and had a characteristic rise which meant the policy term had been met. Whilst I accept troponin is an enzyme, the policy term specifically sets out the level of troponin needed for the policy definition to be met. So, I don't think a characteristic rise in troponin is enough and the specific level in the definition is required. I don't agree with Mr S that the policy definition is ambiguous.

I'm very sorry that my decision doesn't bring Mr S more welcome news at what I can see is a very difficult time for him. But in all the circumstances I don't find that Aviva has treated Mr S unfairly, unreasonably, or contrary to law in declining the claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Aviva Life & Pensions UK Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 May 2025.

Anthony Mullins
Ombudsman