

## **The complaint**

Mr W is unhappy that Aviva Life & Pensions UK Limited didn't accept (from an earlier date) a claim for the terminal illness benefit under a term assurance policy he held jointly with his wife, Mrs W.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

Aviva has an obligation to handle insurance claims fairly and promptly.

I express my sincere condolences to Mr W and his family, at what must be a very difficult time for them.

I know Mr W feels very strongly that Aviva has acted unfairly by not accepting the terminal illness claim from an earlier date and so he and Mrs W were paying the monthly premium for the policy longer than he thinks they should've been. I know he'll be very disappointed, but I'm satisfied Aviva has acted fairly and reasonably by accepting the terminal illness claim from the end of April 2024. I'll explain why.

The policy terms say:

Terminal illness benefit will be payable where, on or before the End Date, the Life Insured is diagnosed as suffering from an advanced or rapidly progressing and incurable condition such that the life expectancy of the Life Insured is no greater than twelve months ("the Terminal Illness"). In determining that diagnosis, we will consider the views of the Life Insured's medical advisor; consult the views of our medical advisor and take the typical life expectancy for someone diagnosed with the Terminal Illness into account.

The policy terms also say the premiums "will cease to be due on the payment of...Terminal Illness..."

The medical evidence supports that Mrs W was diagnosed with cancer in 2023 and shortly thereafter started four cycles of chemotherapy. Although the medical evidence describes this as being palliative, I haven't seen any medical evidence from this time that Mrs W's life expectancy was no greater than 12 months.

The medical evidence from early 2024 also reflects that Mrs W had responded well to treatment. And she began maintenance treatment.

However, very sadly, after Mrs W was admitted to hospital in April 2024, it was discovered that her condition had deteriorated, and a claim was made on the policy for the terminal illness benefit around this time.

Mrs W's consultant advised Aviva in June 2024 that in view of the worsening cancer and her general condition, Mrs W's life expectancy could be measured in weeks. It's reflected that Mrs W's cancer wasn't curable and no further treatment was planned.

Aviva refunded the premiums paid after April 2024 - which is the date it accepted the claim from - and paid interest on the benefit amount from the date the claim was accepted to the date the benefit was paid. I don't think it needs to refund any premiums from before this. The medical evidence doesn't support that a claim for the terminal illness had been established earlier than April 2024 based on the policy definition.

When deciding this complaint, I've taken into account all comments made by Mr W including what he says about upon Mrs W being initially diagnosed with cancer, there was an inevitable outcome.

I appreciate the point Mr W makes and no-one disputes that Mrs W had been diagnosed with cancer in 2023, before the date the claim was accepted. However, there's a specific definition that needs to be met for the terminal illness benefit to be paid under the policy. It's not enough for an insured person to be diagnosed with a critical illness. The schedule of insurance reflects that the policy doesn't include critical illness cover. Based on the available medical evidence, I think Aviva has fairly concluded that the terminal illness definition hadn't been established before the date it's accepted the claim from, in April 2024.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 April 2025.

David Curtis-Johnson  
**Ombudsman**