

## **The complaint**

Mr and Mrs M complained that Aviva Life & Pensions UK Limited declined a claim on their life assurance policy.

## **What happened**

Mr and Mrs M took out a life assurance policy in August 1999. The policy ran over a term of 25 years.

I'm sorry to hear about Mr M's health. As a result of his health, a claim was raised with Aviva in July 2024. Aviva reviewed the claim but declined it. They said the policy terms hadn't been met. Mr and Mrs M were unhappy and so raised a complaint. Aviva didn't change their outcome. Mr and Mrs M brought their complaint to this service.

Our investigator didn't uphold the complaint. They didn't think Aviva had done anything wrong by declining the claim. Mr and Mrs M appealed. They said that it was difficult to predict Mr M's life expectancy, and this should count in their favour. 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 and Mrs M's claim.

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

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs M have, 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.

Mr and Mrs M's policy is a life assurance policy. This covers them if one of them dies. However, the policy also has a mechanism to pay out early, in the event of one of them being diagnosed with a terminal illness. It's important to note this isn't a separate benefit, it's a mechanism for the death benefit to be paid early. The policy definition for terminal illness is as follows:

*“Diagnosis of an incurable illness where the life expectancy of the insured is no greater than twelve months”*

Mr M has been diagnosed with a heart condition. It isn't in dispute that Mr M's condition isn't incurable. However, it is disputed as to whether Mr M has been given a life expectancy of less than 12 months.

I've been provided with Mr M's medical records. This includes the information request sent to his consultant. Aviva asked Mr M's consultant specifically about his life expectancy but Mr M's consultant didn't respond to this point.

Mr M has accepted that his consultant hasn't specifically set out a life expectancy for him. However, he's made the following points:

- His consultant has confirmed his life expectancy is limited
- Patients with advanced heart disease are unpredictable and suffer from sudden events
- No doctor can dogmatically predict the life expectancy
- Should be given the benefit of the doubt due to how much he's paid in premiums
- A panel of cardiologists would be 50:50 about his life expectancy

I accept that with advanced heart disease it may be difficult for a consultant to give a life expectancy, but this is what the policy requires for a successful claim to be made. Whilst I understand why Mr and Mrs M have brought this complaint to this service, and I wish Mr M all the best with future treatment and hope that his life expectancy is as long as possible, he hasn't been given a prognosis of less than 12 months to live. So, the policy terms haven't been met and I can't say Aviva has been unreasonable in declining the claim.

Mr M has asked for this service to appoint an independent cardiologist to review his complaint. This isn't something this service does. If Mr M attains further evidence which he believes confirms the policy terms have been met, he can raise this with Aviva further. I note that Mr and Mrs M's policy ended on 1 August 2024.

I'm very sorry that my decision doesn't bring Mr and Mrs M more welcome news at what I can see is a very difficult time for them. But in all the circumstances I don't find that Aviva has treated Mr and Mrs M unfairly, unreasonably, or contrary to the policy terms and conditions 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 and Mrs M to accept or reject my decision before 18 April 2025.

Anthony Mullins  
**Ombudsman**