

## **The complaint**

Mr D and Mrs D have complained that Aviva Life & Pensions UK Limited declined Mr D's terminal illness claim.

## **What happened**

The background to this complaint is well known to the parties so it serves no purpose for me to repeat it in detail here. In summary Mr and Mrs D took out a decreasing term life insurance policy in 2004 for a term of 22 years, it will end on 1 September 2026. The policy includes terminal illness benefit. A terminal illness claim could only be made prior to the last 18 months of the policy – that is until 1 March 2025.

Mr D made a claim in October 2024 which Aviva declined, it said that Mr D didn't meet the policy definition for benefit to be paid. Unhappy, Mr and Mrs D referred their complaint here.

Our investigator didn't recommend that it be upheld. They didn't find that Aviva had done anything wrong. Mr D appealed. He said that he was still suffering with blood pressure and continued to feel dizzy and had double vision. He sent in some further medical information which was shared with Aviva. Aviva didn't change its position.

As no agreement has been reached the matter has been passed to me to determine.

## **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.

Although I've summarised the background to this complaint and some sensitive medical details no discourtesy is intended by this. I've considered all the information and representations made but in this decision I've focused on what I find are the key issues. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. I recognise that Mr and Mrs D will be very disappointed my decision, but I'm not upholding this complaint. I'll explain why.

The regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the relevant law, the policy terms and the available evidence, to decide whether I think Aviva treated Mr and Mrs D fairly.

Mr D's claim is for terminal illness benefit. The policy term says: *Terminal Illness Benefit will be payable where, other than within the eighteen months prior to the End Date, the Life Assured is diagnosed as suffering from an advanced or rapidly progressing and incurable condition (the Terminal Illness) which is, in the opinion of the Company's medical adviser, such that the life expectancy of the Life Assured is no greater than twelve months from the date the condition is notified to the Company by the Policyholder.*

It is not disputed that Mr D suffers with several conditions, including severe aortic stenosis.

Mr D's treating cardiologist reports that in September 2024 Mr D underwent dual chamber pacemaker insertion and the following day surgical aortic valve replacement. The cardiologist reported that Mr D would continue with routine annual cardiology surveillance. They were unable to estimate his life expectancy specifically but said that his outlook was positive with a normal functioning aortic valve replacement and no acute cardiac issues at the time of writing.

So the medical evidence, including the recent reports sent by Mr D to this Service in May 2025 and forwarded to Aviva, didn't show that Mr D's life expectancy was no greater than 12 months. This being so there was no evidence on which Aviva's medical adviser could conclude that Mr D's life expectancy was no greater than 12 months. It follows that Mr D hadn't shown the policy definition for terminal illness was satisfied. In these circumstances I don't find that it was unfair, unreasonable for Aviva to decline the claim.

I'm sorry that my decision doesn't bring welcome news.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 19 August 2025.

Lindsey Woloski  
**Ombudsman**