

## **The complaint**

Mr and Mrs T complain that Aviva Life and Pensions UK Limited (Aviva) treated them unfairly when it wouldn't allow them to alter the terms of their life assurance policy.

## **What happened**

The background to this complaint is well known to all parties so I'll just give a broad overview here.

Mr and Mrs T took out a life assurance policy in 2008 to cover a mortgage. The policy was a level term assurance and as such was fixed for a set amount of time, in this case until 2020.

In 2013, Mr and Mrs T asked Aviva if it could extend the cover. Aviva asked Mr and Mrs T for a new health declaration and extended the cover until 2023. It maintained the sum assured on the policy and increased the level of premium payments required.

In 2019, Mr and Mrs T asked Aviva for a further extension of the policy until 2033. Aviva agreed to do this, again maintaining the sum assured and increasing the premium payments.

In 2022, Mr and Mrs T made a further enquiry to Aviva asking if they could lower their premium payments and reduce the sum assured on the policy or extend the term.

On this occasion Aviva didn't agree to the requested changes and when Mr and Mrs T repeated their request in 2023, Aviva again refused.

On both occasions Aviva told Mr and Mrs T the reason for the refusal was their policy didn't include a "Mortgage Increase and Extension Option". It also said it wouldn't be able to provide a quote to reduce the sum assured as the terms and conditions of the policy didn't allow this.

In January 2024, Mr and Mrs T complained that they had been unable to make further changes to their policy. Aviva responded on 19 April 2024 and didn't think it had done anything wrong. It repeated the explanation for refusing the change requests it had given in 2022 and 2023 when Mr and Mrs T made the enquiries.

Mr and Mrs T weren't satisfied with this explanation so brought the complaint to this Service.

Our Investigator reviewed all the evidence available and didn't think Aviva had done anything wrong.

He thought Aviva were within its rights under the terms and conditions of the policy to refuse the request to change the policy details and he didn't think Aviva had told Mr and Mrs T that they were free to change their policy when they wished to.

Mr and Mrs T weren't happy with this opinion, so the complaint has been brought to me for 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.

Mr and Mrs T have explained that although they no longer have the mortgage the policy was originally intended to protect, they wished to maintain it to provide a future benefit for their grandsons. And while they still wish to do that, the current premium has proved difficult to maintain. This is what caused them to request Aviva to make amendments – to allow the policy to remain in force but at a more affordable level of premiums.

But while I can fully understand why Mr and Mrs T would want to make the changes they've requested, having carefully reviewed all the evidence available, I don't think Aviva have done anything wrong by refusing them, and I'll explain why.

Aviva said the reason why it couldn't make the changes Mr and Mrs T had asked was because the terms and conditions of the policy didn't allow it to change the sum assured and as the policy didn't include a "Mortgage Increase and Extension Option" it wouldn't be able to extend the policy period.

I've reviewed the terms and conditions on the policy that have been provided, and I can't find any provision that allows customers to make changes to the policy term, premiums and/or sum assured when they might wish to.

The terms and conditions do describe a "Mortgage Increase and Extension Option" which does allow changes to the policy, but Aviva have confirmed that Mr and Mrs T's policy didn't include this benefit. So, Mr and Mrs T can't use this term and condition to request the changes.

Given this, I don't think I can reasonably say Aviva were obliged to agree to change the sum assured and/or extend the term of the policy when Mr and Mrs T asked it in both 2022 and 2023.

I've seen evidence that Mr and Mrs T asked Aviva in both 2013 and 2019 to extend the term of the policy and on both occasions, after requesting and receiving additional background information, Aviva agreed to do this.

I've also seen the policy review statements that Aviva send to Mr and Mrs T which includes the following:

*"If you would like to change your policy, or the cover it provides, please contact us to discuss the options available"*

So, I can understand why Mr and Mrs T might have expected Aviva to at least review their request.

But from the evidence I've seen, the decision to allow the changes to Mr and Mrs T's policy in 2013 and 2019 were agreed at the discretion of Aviva and not because of any obligation it had under the terms and conditions of the policy. And although it used its discretion on two previous occasions I don't think was obliged to again when Mr and Mrs T made further requests.

Level term policies, which Mr and Mrs T's policy is, are designed to provide a fixed amount of cover for a fixed period of time and, while Aviva had previously changed the terms, I don't

think I can reasonably expect Aviva to continue to alter the terms given this is not what the policy was designed to do.

In summary, I can understand why Mr and Mrs T wanted to make the changes on their policy. They want to provide a lump sum to their grandsons and cover funeral costs in the event of either one of their deaths and they want to be able to afford the premiums to allow this.

But my role here is to decide if Aviva did anything wrong when it didn't agree to the further changes to the Mr and Mrs T asked it to make. And as there is nothing in the policy terms and conditions that oblige it to agree, I don't think it did.

### **My final decision**

For the reasons stated above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 27 October 2025.

Ben Castell  
**Ombudsman**