

## The complaint

Miss C and Mr G complain on behalf of the C Trust ('the trust'). They complain that Aviva Life and Pensions UK Limited declined a claim made on a Life Insurance policy which included global health cover.

## What happened

Miss C claimed on the life insurance policy as she wanted to access the global health benefit. She needed surgery but the claim was declined as Aviva said it wasn't covered by the policy. Miss C complained to Aviva.

Aviva looked into what happened and maintained their decision to decline the claim was fair. They said that the procedure didn't fall within the scope of cover offered by the policy. Unhappy, Miss C complained to Aviva.

Our investigator looked into what happened and didn't uphold the complaint. She thought Aviva's decision was reasonable, based on the policy terms and the medical evidence. Miss C didn't agree and asked an ombudsman to review the complaint. In summary, she said the structure of the policy term meant her claim should be covered.

## 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.

I'm sorry to read of the circumstances which led to Miss C making a claim. I can see she's had a very difficult time and that paying for the surgery herself has had a significant financial impact on her. I have a lot of empathy with what she's said about this.

The relevant rules and industry guidelines say that Aviva has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy covers serious illnesses and medical procedures specified in the policy. That includes, neurosurgery. The relevant policy term says there is cover for:

Any surgical intervention, including minimally or non-invasive techniques of:

- The brain (or any intracranial structures), or
- Benign tumours located in the spinal cord.

I think it was reasonable for Aviva to decline the claim because:

- Miss C had surgery due to a long-standing lumbar spine problem. The main diagnosis on discharge was lumbar spinal canal stenosis L4=L5 and L5-S1 on the right side.
- I'm satisfied Aviva reasonably concluded that this wasn't covered by the term I've

outlined above as it didn't involve surgery to the brain, any intracranial structure or a benign tumour. So, on a strict application of the policy terms, I think Aviva fairly declined the claim. And, based on the available evidence I don't think it's fair and reasonable for Aviva to depart from the policy terms in the circumstances of this case.

- I've considered Miss C's representations about the exact wording of the policy. She says, in summary, the term covers any surgical procedure whatsoever and emphasises that even less-invasive brain and spinal procedures are still covered. I'm not persuaded by Miss C's representations on this point. I think the term makes it sufficiently clear that the scope of cover is limited to surgical interventions on the brain, intracranial structures or benign tumours located in the spinal cord. So, this hasn't changed my thoughts about the overall outcome of the complaint.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr G of the C Trust to accept or reject my decision before 16 January 2026.

Anna Wilshaw  
**Ombudsman**