

## **The complaint**

Mr H and Miss M are unhappy that Aviva Life & Pensions UK Limited didn't give them the right information about their life insurance policy

## **What happened**

Miss M was diagnosed with breast cancer. Mr H contacted Aviva, who offer critical illness cover to his employer. Mr H is a beneficiary of the policy, and he queried with Aviva whether Miss M could benefit from cover. He said, following the conversation with Aviva, he felt confident Miss M would be covered if the cancer returned in a different part of the body.

Miss M was later diagnosed with cancer in other parts of the body and Mr H contacted Aviva. They explained, based on the information provided, that Miss M was not covered to claim on the policy. Mr H complained to Aviva.

Aviva said they'd agreed to consider the claim but, based on the information provided, there was no cover as the cancer was secondary to the original diagnosis of breast cancer. They also said that it had been explained to Mr H when he queried the cover that secondary cancers weren't covered. Unhappy Mr M complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. In summary, she thought Aviva had given Mr H appropriate guidance about the extent of cover available under the policy and that Aviva had acted reasonably on the basis of the information provided.

Miss M and Mr H asked an ombudsman to review the complaint. In summary they said the investigator's conclusions didn't focus on the fairness of how the information was presented and the way that a reasonable consumer would understand the information. They said they relied on Aviva's verbal confirmation of cover to their detriment and Mr H was vulnerable at the time the call was made. Finally, they said Aviva had rejected the claim before it was submitted.

## **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 very sorry to read of the circumstances which caused Miss M to claim on the policy. I have a lot of empathy with the circumstances both she and Mr H have described. I fully appreciate how disappointing and upsetting it would have been for them to hear that Aviva wasn't going to offer the policy benefit in the circumstances.

The policy terms and conditions say that where there is secondary and subsequent cancer there are certain conditions that apply. That includes:

The member or eligible person has been treatment free for a period of 5 years from the date of the previous and most recent diagnosis of cancer, and

- There is no evidence, confirmed by appropriate up-to-date investigations and tests, of any continuing presence, recurrence or spread of any previous cancer, and
- The new cancer:
  - Affects an organ that is physically and anatomically separate to any previous cancer, and
  - Is not secondary cancer or histologically related to any previous cancer; or
  - For haematological cancers, the new cancer is categorised or divided according to defined cell characteristics in a distinctly different manner to any previous cancer.

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. Having reviewed the available evidence, I'm not upholding this complaint. I say that because:

- I'm satisfied that Aviva made it clear to Mr H that there wasn't cover for secondary cancers during the initial call when he queried the extent of cover. I think Aviva explained that to him sufficiently clearly during the call. So, I'm not persuaded Mr H was treated unfairly. It was also open to Mr H to ask for more information if he didn't feel the information was clear or was confusing.
- Having listened to the call I think Mr H was engaged with the conversation and didn't present as struggling to follow the information provided. In reaching that conclusion I've considered Miss M and Mr H's representations that Mr H was vulnerable. However, I don't think there were any significant indications during the call that that was the case and that, in any event, Aviva gave an appropriate explanation of the significant limitations on cover.
- As Aviva made the extent of cover clear I can't fairly conclude that Miss M and Mr H acted on unclear information to their detriment. I think they were given enough information by Aviva to decide whether the cover was what they needed or whether to seek alternative cover elsewhere. In reaching that conclusion I bear in mind that Mr H was a beneficiary of a company policy. So, he wasn't the policyholder and therefore, in the circumstances of this case, was unable to influence the decision about what cover was available and/or offered by Aviva.
- Aviva hasn't declined the claim; they've agreed to assess it. I don't think they've rejected the claim before it was submitted. Mr H explained to Aviva that the cancer had spread. So, I think they gave him reasonable guidance that the claim wouldn't be covered if it was a secondary cancer which was related to the previous cancer. In any event Mr H and Miss M have been given the opportunity to submit a claim and medical evidence to Aviva for review. I think that's fair and reasonable in the circumstances.
- Taking into account all of the above, I'm not persuaded there is any fair and reasonable basis to uphold this complaint. I don't think Aviva have acted unfairly or unreasonably in the circumstances.

## **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Miss M to accept or reject my decision before 27 January 2026.

Anna Wilshaw  
**Ombudsman**