

The complaint

Mr W's complained that Aviva Protection UK Limited unfairly declined the claim he made on his joint life insurance policy after his wife sadly passed away.

What happened

In late 2019, Mr and Mrs W bought a joint decreasing term life insurance policy from an insurer I'll call A. A subsequently transferred the policy to Aviva.

Mrs W very sadly died in early 2025. So Mr W submitted a claim to Aviva. As part of their assessment, Aviva obtained Mrs W's medical records. These showed she'd diagnosed with raised blood pressure in 2016, which she'd not told A about when she and Mr W bought the policy. Aviva said that, if A had known about this, they wouldn't have offered Mrs W cover. So they declined the claim, cancelled the policy and refunded Mr W the premiums they'd been paid.

Mr W wasn't happy with Aviva's decision and complained about this and the way they'd handled the claim. Aviva didn't uphold his complaint. So Mr W brought it to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded Aviva didn't need to do anything different to resolve Mr W's complaint. He explained that, in situations like this, insurers need to deal with their concerns in line with the Consumer Insurance (Disclosure and Representations) Act 2012 – known as CIDRA. He was satisfied Aviva had done that in this case. And he was satisfied that they'd handled his claim as he would have expected them to.

Mr W didn't agree with the investigator's view. So the complaint's been passed to me to make a 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.

Having done that, I'm not upholding Mr W's complaint. I'll explain my reasons, focusing on the points and evidence I consider material to my decision. So, if I don't mention something in particular, it's not because I haven't thought about it. Rather, it doesn't change the outcome of the complaint. I'm satisfied I don't need to comment on every point to be able to fulfil my statutory remit.

I understand why Mr W's upset. He and Mrs W took steps to protect themselves should one of them pass away. Now that has sadly happened, he's in the situation he and Mrs W bought the policy to try and prevent. But I can only say Aviva should do something more or different to resolve his complaint if I conclude they haven't dealt with him fairly, reasonably and in line with the law.

Claim decline and misrepresentation

The relevant law in this case is CIDRA. This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer.

And if a consumer fails to do this, the insurer has certain remedies - provided the misrepresentation is what CIDRA describes as a "qualifying misrepresentation". For it to be a qualifying misrepresentation, the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

In this case, Aviva say Mrs W made a misrepresentation in her application when she answered "no" to the question:

"In the last 5 years have you:

Q - Had, or been treated for raised blood pressure, raised cholesterol or diabetes?

You need to tell us about:

- Any raised blood pressure or cholesterol readings (whether or not you needed treatment or follow-up) including where these have since returned to normal

- Any diabetes or raised blood sugar levels"

Aviva say Mrs W's medical records show she should have answered "yes". Mr W has said that the question isn't clear, because more than one condition has been "rolled up" into the question.

I've considered this point very carefully. Guidance provided to insurers by the Association of British Insurers (ABI) just before CIDRA became law advised them to consider whether this would make their application questions unclear. But it didn't say questions couldn't be asked in this way. And it confirmed that customers still had to take reasonable care to answer the questions accurately.

While I note what Mr W has said, I don't agree the question I've set out above is unclear. I think it's clear that there is a list of three conditions, and the question should be answered "yes" if an applicant has any one of them. Mrs W's medical records show she'd had high blood pressure. So I think it's fair to say she should have answered the question differently.

My view isn't changed by Mr W's testimony that Mrs W's blood pressure returned to normal levels, even though she didn't take the medication she was initially prescribed. I think the question clearly states that raised blood pressure should be disclosed - even if it had returned to normal. And, by not doing so, Mrs W made a misrepresentation.

And I'm satisfied that was a qualifying misrepresentation within the meaning of CIDRA because Aviva have provided confidential underwriting guidance which shows that, if Mrs W had answered "yes" to the question, A would have declined cover at the application stage.

Finally in relation to misrepresentation, I've looked at the remedy Aviva applied. CIDRA sets out different remedies, depending on whether an insurer decides the misrepresentation is deliberate or reckless, or is careless.

In this case, Aviva told our investigator that they thought Mrs W's misrepresentation was deliberate/reckless. In these circumstances, CIDRA allows them to decline all claims, cancel

the policy and keep the premiums that have been paid. But Mr W has confirmed that Aviva have refunded the premiums. That's what CIDRA requires them to do if they conclude a misrepresentation is careless. As Aviva have done more than CIDRA requires, I can't say they've acted unfairly here.

Claim handling

Mr W is also concerned about how Aviva investigated the claim. He's specifically mentioned a call about the information on Mrs W's medical records and the handling of his complaint.

I've reviewed Aviva's claims handling notes and listened to the call Mr W has referred to. Nothing on the notes leads me to conclude Aviva handled this claim any differently from how I would have expected them to.

I appreciate that Mr W would have found the call he had with Aviva to be upsetting, coming comparatively soon after the sudden loss of his wife. But I have to bear in mind that they are entitled to investigate the circumstances of any claim before deciding whether it should be paid. The conversation with Mr W was part of that investigation. And, while Mr W undoubtedly found the call difficult, I haven't heard anything which leads me to conclude Aviva's agent conducted it inappropriately.

Our investigator told Mr W that we couldn't look at how his complaint had been handled because complaints handling isn't a regulated activity. Strictly speaking that's true. But we can look at complaint handling when it's ancillary to the financial service being complained about.

Having said that, I can't reasonably say that Aviva didn't do what they should have here. Mr W was able to raise his complaint with them. Aviva provided him with a final response. I understand Mr W didn't think that response dealt with everything he wanted it to and tried to raise a second complaint. But Aviva told him they'd already dealt with his concerns and referred him to our service. While I appreciate Mr W wasn't satisfied with Aviva's complaint handling, I can't say they should have dealt with this any differently.

I know this isn't the outcome Mr W was hoping for at what is already an extremely difficult time for him. I'm sorry about that. But, for the reasons I've set out, I don't think Aviva need to do anything more to resolve his complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr W's complaint about Aviva Protection UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 March 2026.

Helen Stacey
Ombudsman