

complaint

Ms G is unhappy Aviva Life & Pensions UK Limited has turned down a life insurance claim following the death of her daughter – Miss G.

Ms G is the eligible complainant but this complaint has been brought by the late Miss G's partner, Mr S. So for ease I'll refer to him throughout.

background

In July 2015 the late Miss G took out a life insurance policy through an Independent Financial Advisor with Aviva which named her mother as a trustee and Mr S as the beneficiary.

Sadly in May 2016 Miss G died. In early 2017 Mr S made a claim under the life insurance policy. In May 2017 Aviva decided not to accept the claim. It said there was an exclusion in the policy which meant it couldn't pay a life insurance claim where death is caused by suicide within twelve months of the policy start date.

Mr S was unhappy with this decision so he made a complaint. He felt Aviva's exclusion had been put into the policy to stop consumers taking out a policy with the intention of claiming for suicide in the first twelve months. He said there was no indication at the time of taking the policy that Miss G intended to take her own life. So, he didn't think it was fair for Aviva to apply the exclusion. Aviva reviewed the complaint but still decided not to accept the claim. It said the policy exclusion was clear and applied regardless of the applicant's previous medical history.

Mr S brought his complaint to this service. He said another insurance company had accepted a claim under another policy so Aviva should do the same. And the intention in taking out such a policy was to protect Miss G's family from unforeseen events. Our investigator reviewed the complaint. But despite his sympathy for Mr S, he felt Aviva hadn't done anything wrong and had applied the terms and conditions fairly.

Mr S remained unhappy and felt Aviva was treating him unfairly. He said Miss G started to feel low around February/March 2016 and quickly became depressed before taking her life unexpectedly. Mr S added Aviva didn't contact him or Miss G's doctor to ask any questions about her medical history. So this complaint has now been passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'd like to pass on my condolences to Mr S and his family. I was very sorry to read about the tragic circumstances of Miss G's death. I can only imagine the past few years must've been incredibly difficult for him and his family.

After carefully weighing up all the evidence presented by both sides, I'm afraid I'm not upholding this complaint. I know this will be very disappointing news for Mr S. I want to assure him and Miss G's family that I didn't take this decision lightly. While I don't want to add to his distress, I can't say Aviva has acted unfairly by turning down the claim. I'll explain why.

I need to consider whether Aviva has correctly considered this claim. And I believe it has. I've reviewed the terms and conditions and policy summary to see if this is a claim which Aviva should accept. There is an exclusion which says any claims for death won't be covered within the first twelve months of the start of the policy if it results from suicide. I note the death of Miss G was within the first twelve months since the inception of the policy. And it isn't in dispute that Miss G died by suicide in May 2016. So I can understand why Aviva didn't ask any further questions or for any other medical records for Miss G in the circumstances. So I'm satisfied Aviva has correctly declined the claim in line with the policy.

While this may seem insensitive, or to Mr S that Aviva is looking for reasons to avoid the claim, I'm satisfied the exclusion is clear. An insurer has a responsibility to all its policyholders to ensure they are treated the same. It does this by reviewing claims in line with the terms and conditions and making sure it only pays out on valid claims.

I understand the points being raised here about Miss G becoming depressed quickly and unexpectedly which Mr S says an insurance policy should cover. But it's also the case that not every insurance policy will cover every eventuality. And putting limitations within a policy isn't unfair or unreasonable as long as they are clear. It's up to Aviva what eventualities it wants to cover. And I agree with the investigator that Aviva is applying the policy terms in line with how they are intended to work here. As a result, I can't say it has treated Mr S unfairly.

I note a different insurer has paid out on another policy Miss G took out. However, I can only consider what actions Aviva has taken in relation to its policy. So I'm not going to comment any further on that here.

my final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 8 December 2019.

Mark Dobson
ombudsman