

## **The complaint**

Mr P is unhappy that Aviva Life & Pensions UK Limited declined a claim for the critical illness benefit under his term assurance policy.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll instead focus on giving the reasons for my 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.

That includes the relevant Association of British Insurers' Statement of Best Practice for Critical Illness Cover ('the ABI's Statement').

Aviva has a regulatory obligation to handle claims fairly and promptly. And it mustn't unreasonably decline a claim.

The policy does provide cover for critical illness and sets out a complete list of illnesses and conditions which amount to a critical illness under the policy. That includes 'Coronary Artery By-Pass Grafts', defined as:

The undergoing of surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage or one or more coronary arteries with by-pass grafts.

Aviva declined the claim on the basis that this definition was not met in Mr P's case.

I have a lot of empathy for Mr P's situation. I know he'll be very disappointed but for reasons set out below, I'm satisfied Aviva has acted fairly and reasonably by declining the claim.

The available medical evidence supports that Mr P didn't have this surgical procedure. He ended up having what his consultant cardiologist describes as "complex coronary stent procedures" due to significant coronary/multiple vessel disease.

Mr P's consultant cardiologist says that Mr P was given the option of complex coronary stenting or coronary bypass graft surgery and he chose the first option. Mr P says that this was the best option for him, and I don't doubt that was the case. However, it's a different procedure to coronary artery by-pass grafts as defined by the policy terms.

Mr P's consultant cardiologist also says that the procedure he underwent was highly complex "and certainly of as high degree of complexity as coronary bypass surgery".

So, I've considered whether it would be fair and reasonable for Aviva to step outside the terms of the policy to consider the claim as a critical illness. But I don't think it would be.

I'm persuaded that the definition of coronary artery by-pass graft is clear and critical illness cover – just like other insurance policies – doesn't cover every event.

I've also taken into account the definition of the ABI's Statement relevant to the date of this policy as that sets out best practice from the time. That defines coronary artery by-pass grafts – with surgery to divide the breastbone as:

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

Aviva's definition doesn't include a requirement of median sternotomy (surgery to divide the breastbone) but whether or not there was a median sternotomy isn't relevant in this case. Ultimately, although Mr P underwent complex surgery, it didn't involve by-pass grafts.

I've also considered Mr P's point that Aviva's definition of coronary artery by-pass grafts doesn't specifically exclude the use of stents. But neither does the model wording provided by the ABI's Statement.

I think the policy definition of coronary artery by-pass grafts is clear in terms of what is covered. I'm also persuaded by what Aviva says in its final response letter – there's no exclusion for stenting as this is a different procedure to the one Mr P underwent.

Mr P says that for a different procedure - aorta graft surgery - the policy specifically excludes the insertion of stents. However, again I note that's in line with the model wording of the definition of aorta graft surgery contained in the ABI's Statement. I also place less weight on this definition, as it's not the procedure Mr P underwent.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 June 2024.

David Curtis-Johnson  
**Ombudsman**