

The complaint

Mrs A has complained that Aviva Life & Pensions UK Limited ('Aviva') has unfairly declined a claim.

What happened

Mrs A has an insurance policy with fracture cover included, underwritten by Aviva.

She suffered an injury and fracture and made a claim on her policy.

Aviva declined the claim on the basis that the fracture was classed as a 'stress' fracture and these were excluded under the terms of the policy.

Mrs A complained and unhappy with Aviva's response, referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that Aviva's decision and explanation were reasonable and didn't uphold the complaint.

Mrs A disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me.

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 so, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy includes an exclusion under the fracture cover section which says: "*We won't cover a fracture which is classed as fatigue, stress, hairline, avulsion, chip or microfracture.*"
- Mrs A has provided medical evidence from her consultant to show that her fracture is a traumatic subchondral fracture. Her consultant has said that her fracture was caused by a traumatic incident rather than a chronic stress fracture.
- Aviva's chief medical officer has reviewed the medical evidence provided and has said the imaging shows a subchondral fracture which would be classified as a stress fracture. Mrs A's injury was probably the event following repeat small injuries to the region and he still considered this a fatigue-induced bone fracture caused by repeated stress over time. He referred to the degree of osteoarthritis in the surrounding joints.

- Having considered the above, I don't think Mrs A's fracture is covered under the terms of the policy. It is specifically excluded. Although Mrs A has provided evidence that she suffered a traumatic incident, I am satisfied that the type of fracture is excluded under the policy terms. I am persuaded by Aviva's expert's explanation about why the fracture would be classed a stress fracture, even if a traumatic incident took place. The policy does not require the fracture to happen in a specific way but does exclude all stress fractures. So I don't think Aviva unfairly applied the exclusion or declined the claim.

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 Mrs A to accept or reject my decision before 20 December 2023.

Shamaila Hussain
Ombudsman