

## **The complaint**

The estate of Mr B has complained that Aviva Insurance Limited ('Aviva') did not pay out on an accidental death insurance policy.

## **What happened**

The estate of Mr B made a claim following the late Mr B's unfortunate death. Mr B had an accidental death insurance policy, underwritten by Aviva. He'd had a slip at home which caused an injury. The injury didn't improve and so he was referred to hospital by his GP. After a lengthy stay in hospital, Mr B contracted hospital acquired pneumonia and died.

Aviva declined the claim as it said there was insufficient evidence to show that Mr B's cause of death was as a direct result of the slip/accident. And the death certificate showed the cause of death as pneumonia.

The estate complained and unhappy with Aviva's response, referred the complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that Aviva hadn't acted unreasonably.

The estate disagreed and asked for an Ombudsman's decision. It also provided new evidence from the Coroner. And so the case has been passed to me to decide.

## **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 background to this matter is well known to both parties so I won't repeat the facts here. Instead, I will focus on what I consider to be key to my decision. I should also say that my decision is limited to events up to the date of Aviva's final response letter dated 7 July 2023.
- The estate has provided further evidence from the Coroner but our investigator has explained that this needs to be sent to Aviva for review in the first instance. If the estate remains unhappy with Aviva's decision or actions, it can raise another complaint and refer that to the Financial Ombudsman Service for consideration in due course.
- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy terms define accident as: *"A single, unexpected, unforeseen, and unintentional incident, which is not a symptom of disease or illness."*

- The policy says: *“If an insured person suffers an accident that directly results in their death this insurance will pay a lump sum benefit to their estate.”* It also says: *“This insurance is not a life, healthcare or income protection insurance policy. It does not provide cover in the event of death caused by illness or disease.”*
- Under the ‘What is covered’ section, the policy says: *“We will pay the benefit shown on your current policy schedule if, as a direct result of an accident and independently of any other cause, an insured person dies within 24 months of the accident as a direct result of the injuries sustained.”*
- Aviva declined the claim as it said the death certificate didn’t make mention of a trip or fall. The death certificate showed death caused by pneumonia. It went on to explain the medical opinions it had considered and why they were insufficient to consider accepting the claim as those doctors hadn’t cared for Mr B. It had given more weight to the opinions of the two consultants who had cared for Mr B. But it did say that it would consider any new information.
- The estate doesn’t think Aviva acted fairly but based on the information that was available to it, I don’t agree. Aviva is entitled to rely on the death certificate and I am satisfied it did consider the relevant medical opinions and provided a clear explanation about why it wasn’t accepting 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 the estate of Mr B to accept or reject my decision before 4 April 2024.

Shamaila Hussain  
**Ombudsman**