

## **The complaint**

Mr and Mrs C have complained about the decision made by Aviva Life Services UK Limited that their child's condition wasn't one covered by their critical illness policy.

## **What happened**

In 2006, Mr and Mrs C bought a life and critical illness policy from Aviva. The policy included critical illness for their children.

In late 2021, Mr and Mrs C's child was hospitalised. Following investigations, it was determined they'd most suffered a spinal stroke. Mr and Mrs C made a claim on their policy.

Aviva declined the claim. They said that "stroke" is defined in Mr and Mrs C's policy as:

*"A cerebrovascular incident resulting in permanent neurological damage. Transient ischaemic attacks are specifically excluded."*

So they concluded spinal stroke isn't covered. Mr and Mrs C complained, but Aviva maintained their position. So Mr and Mrs C brought their complaint to our service.

Mr and Mrs C told us that Aviva had made various changes to policies since they'd bought theirs, which led them to believe they had cover for spinal strokes. And they complained that their claim had not been handled by a dedicated "Project Teddy" team, which had added to their stress during the process.

Our investigator considered the complaint and concluded Aviva didn't need to do any more to resolve it. She was satisfied spinal stroke didn't meet the definition set out in the policy – so it had been reasonable for Aviva to decline the claim. And she said Aviva didn't have a dedicated "Project Teddy" team, but trained all their staff to handle claims involving children. So she couldn't say there had been any failing by them there.

Mr and Mrs C didn't agree with our investigator's view and provided a number of Aviva's press releases to support their position that Aviva should extend the cover their policy provides. I've now been asked to make a final decision on the complaint.

## **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 and Mrs C's complaint. I know this will be upsetting for them and I'm sorry about that. I hope it will help if I explain how I've come to my decision.

In relation to the complaint about Project Teddy, I've been provided with limited details about what this involves. But, even if I had those, I can't dictate to Aviva which of their staff should

deal with a claim. Aviva have confirmed there is no specific team which should have dealt with the claim.

In relation to the claim decision, my starting point is the policy terms. I've quoted above the term which covers strokes. That makes it clear that only cerebrovascular strokes – ie, relating to the brain and its arteries and veins – are covered. So I don't think Aviva's decision a spinal stroke isn't covered was unreasonable.

I understand Mr and Mrs C don't agree with this and that cover was extended after they bought the policy. I've thought carefully about this.

No critical illness policy covers every serious condition. And it's true that, over the years, many insurers have done what Aviva did, and expanded the cover they offer. The press releases Mr and Mrs C have sent us show Aviva expanded their cover and, in some cases, did so retrospectively.

But it's up to Aviva if they choose to do this and to what extent. That's a business decision and not something I can say they should change. I can see amongst the press releases Mr and Mrs C have sent us is one from July 2013. This says Aviva are enhancing their critical illness cover for new customers and offering (for the first time in the United Kingdom) cover for spinal strokes.

Nothing else I've seen suggests this was further extended. So I don't think it would be fair for me to say Aviva should provide cover over and above what's provided by Mr and Mrs C's policy. And that means I don't think Aviva need to any more to resolve their complaint.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr and Mrs C's complaint about Aviva Life Services UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 12 September 2023.

Helen Stacey  
**Ombudsman**