



The complaint

Mr H has complained that Aviva Life & Pensions UK Limited ('Aviva') hasn't dealt with his claim fairly.

What happened

Mr H has a group income protection insurance policy through his employer, underwritten by Aviva.

In 2021 he became absent from work due to illness and made a claim. Aviva reviewed the claim and initially declined it as it said the evidence showed Mr H's absence was caused due to workplace matters.

Mr H appealed and Aviva arranged for Mr H to meet with a claim validation company. Following this, Aviva said it needed further information but Mr H no longer wished to meet with the third party company and so Aviva said it could not provide a further claim decision.

Unhappy with Aviva's response, Mr H referred his complaint to the Financial Ombudsman Service. Our investigator looked into the complaint but found Aviva acted in line with the terms and conditions of the policy.

Mr H disagreed and so the case has been passed to me for a 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.

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

- The background to this complaint is well known to both parties so I won't repeat it here. Instead, my decision will focus on what I consider to be key. I would also like to reassure Mr H that I have carefully considered everything he has said in detail, even if I don't explicitly refer to it in my decision. This isn't meant as a discourtesy to Mr H but reflects the quick and informal nature of our service.
- 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 confirm a benefit will be payable if Mr H is incapacitated throughout the deferred (waiting) period of 26 weeks and beyond. Incapacitated means he is unable to carry out the main and substantial duties of his job or a suited occupation.
- Mr H became absent from work in March 2021 and the commencement date of the claim would have been September 2021.
- The onus is on Mr H to prove his claim through objective medical evidence and he

has to show that he meets the terms and conditions of the policy.

- Aviva reviewed the information available but initially declined the claim as it said the available medical evidence showed that Mr H was absent due to workplace stress. This is excluded under the terms of the policy.
- Mr H then appealed and Aviva reviewed the claim again. It also appointed a third-party company to carry out an independent assessment. Following this, Aviva said it needed further information before reaching a final decision on the claim. This is still outstanding.
- Mr H feels he has provided enough information to show that he is incapacitated and that his illness isn't due to workplace stress. He has provided a letter from a doctor and some other medical records to show that he has a long-standing history of depression. But the evidence has to show that the absence from work was as a result of illness. Even if he had a long-standing history of depression, the medical evidence from the deferred period would need to show that his absence was due to illness and not workplace matters. The evidence Aviva quoted in its final response letter suggested that Mr H's absence was caused by workplace matters and so I don't think Aviva's initial conclusion was unreasonable.
- Mr H also provided a letter to show that he is receiving state benefits and isn't required to work. But the criteria to be eligible for benefits is different to that of an income protection policy so I don't think this sufficiently proves incapacity or that Mr H has met the full terms and conditions of the income protection policy.
- Aviva has said that Mr H has to show he wasn't following another occupation and it would need further clarification. Mr H does not wish to attend any further assessments. When Mr H appealed, Aviva said it needed further information to complete its investigation about Mr H's working activities. Without this, it cannot give a claims decision. I don't think that's unreasonable as the terms and conditions allow Aviva to obtain further information to verify the claim and ensure the policy terms and conditions are met. I cannot fairly ask Aviva to pay a claim until its investigations are complete. Mr H says Aviva has sufficient evidence but Aviva doesn't think so. Aviva has explained why it needs further information and I don't think that is unreasonable.
- Mr H feels he has been discriminated against but I haven't seen any evidence of this. When Mr H expressed concerns about his mental health, Aviva arranged for a nurse to be present at a meeting to ensure his wellbeing. I think that was reasonable. I think Aviva has acted reasonably and is entitled to investigate and verify the claim in line with the policy terms and conditions. If Mr H feels Aviva failed to make reasonable adjustments and wants a decision that Aviva has breached the Equality Act 2010, he would need to go to Court for that.
- In relation to the time taken, I haven't identified any unreasonable delay on Aviva's part. It reviewed information it received within a reasonable time and has made its position and next steps clear to Mr H. Overall, I don't think Aviva has acted unfairly as it is acting in line with its terms and conditions.

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 Mr H to accept or reject my decision before 12 March 2024.

Shamaila Hussain
Ombudsman