

The complaint

Mr A complains because Aviva Life & Pensions UK Limited ('Aviva') hasn't paid his claim under an income protection insurance policy.

What happened

Mr A is insured under a group income protection insurance policy provided as a benefit by his employer and underwritten by Aviva.

Mr A made a claim under the policy because he was unable to work due to illnesses. Aviva considered the claim and said it wasn't covered. Aviva accepted that Mr A was unwell but said it didn't think his mental health conditions had prevented him from working throughout the entirety of the policy's deferred period (the number of consecutive weeks of incapacity which must pass before Mr A would become entitled to receive a benefit). Aviva also said it didn't think Mr A's back pain prevented him from working in a suited occupation.

Mr A appealed to Aviva and provided additional evidence but Aviva maintained its position, so Mr A brought a complaint to the attention of our service.

One of our investigators looked into what had happened and said he didn't think Aviva had acted unfairly or unreasonably in the circumstances. Mr A didn't agree with our investigator's opinions so the complaint has been referred to me to make a decision as the final stage in our process.

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.

I'm sorry to hear about the personal difficulties that Mr A has experienced. It's clear that he has been through a challenging time, which continues to affect him. But my role is to make an independent and impartial decision about whether I think Aviva acted unfairly or unreasonably by declining Mr A's income protection insurance claim. In doing so, and despite my natural sympathy for Mr A's situation, I must reach an outcome which is fair to both parties taking into account relevant industry rules, the policy wording and the available medical evidence.

In order for Mr A to demonstrate that he has a valid claim under this policy, he needs to satisfy Aviva that he is unable to perform (on a full and part time basis), the duties of his job role and other occupations for which he is suited to by his education, training or experience due to illness or injury.

In order to be entitled to a benefit under the policy, Mr A needs to demonstrate that he met this definition of incapacity throughout the deferred period of 26 consecutive weeks.

Mr A's income protection insurance claim, when it was first made, related to mental health conditions. It's clear that Mr A continues to require some level of support with his mental

health and I understand Mr A says his mental health can show signs of improvement before deteriorating again. However, having considered all the medical evidence which was provided to Aviva (including but not limited to letters from Mr A's consultant psychiatrist dated 10 October 2022, 22 December 2022, 24 March 2023, 7 July 2023, 13 July 2023, 8 December 2023 and 19 January 2024), I don't think Mr A has demonstrated that he was unable to work due to his mental health conditions throughout the deferred period and thereafter, which would entitle him to receive a benefit under the policy.

Mr A was subsequently certified as unfit to work due to back pain. There is no doubt that Mr A's back pain means he is unable to work in his current role with his employer. This is evidenced by the contents of an occupational health report dated 22 December 2023. But, in order to receive a benefit under this income protection insurance policy, Mr A needs to demonstrate that he is not just unable to perform his current role – but that he is unable to carry out any other occupation to which he is suited (either with his existing or with any other employer). In this case, Aviva has said there's no evidence to support a conclusion that Mr A is unable to perform an alternative suited role involving lighter duties. Based on the information which I've seen, I don't think this is unfair or unreasonable in the circumstances.

I understand Mr A was in receipt of sick notes from his GP, and that he is also in receipt of state benefits. But what's relevant here are the requirements which need to be fulfilled for a claim to be paid by Aviva which are set out in the terms and conditions of the income protection insurance policy. It's not in dispute that Mr A is unwell, but the threshold for a GP to issue statements of fitness to work based on self-reported symptoms and the criteria which Mr A would need to meet to receive state benefits isn't necessarily the same as the policy requirements for a claim to be paid.

I'm sorry to disappoint Mr A and I wish him well for the future, but I don't think Aviva has acted unfairly or unreasonably in the circumstances so I won't be directing it to do anything further.

My final decision

My final decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 August 2024.

Leah Nagle
Ombudsman