

The complaint

Miss X is unhappy that Aviva Life & Pensions UK Limited declined a claim under a group income protection insurance policy.

What happened

Miss X was signed off work by her GP with a mixture of work stress, anxiety and depression.

She has the benefit of a group income protection policy ('the policy') through her employer. Subject to the remaining terms of the policy, it can pay a monthly benefit after Miss X had been off work for 28 weeks due to illness or injury ('the deferred period').

A claim was made on the policy which was declined by Aviva. It concluded that workplace stressors were the reason for her absence and so the claim wasn't covered under the policy.

Miss X appealed this decision, but Aviva maintained its position. And after Aviva issued its final response to her complaint, Miss X brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Miss X's complaint. She disagreed and raised further points in reply which didn't change our investigator's opinion.

So, Miss X's complaint has now been passed to me to look at everything afresh 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 uphold it. Before I explain why, I'd like to assure Miss X that my decision is in no way intended to be dismissive of the health issues she's experienced. I can see that she's been through a difficult time. But for reasons I'll go onto explain, I'm satisfied Aviva has fairly and reasonably declined her claim.

The relevant policy terms

Under the policy terms:

- A member will become eligible to claim benefit for incapacity when the deferred period has finished.
- Relevant to this complaint, incapacity is defined as: "for the first 24 months after the deferred period has been completed – the member's inability to perform on a full and part time basis the duties of their job role resulting from their illness or injury. After 24 months – the member's inability to perform on a full and part time basis the duties of their job role and any other occupation for which they are suited by reason of education, training or experience, resulting from their illness or injury".

- The definition of incapacity also says: “Absence caused by workplace matters, such as relationship breakdown, workplace demands or failure to make reasonable adjustments are not covered”.

The decision to decline the claim

Aviva has a duty to handle insurance claims promptly and fairly – and it mustn’t unreasonably decline a claim.

It’s for Miss X to establish a claim under the policy, including that she was incapacitated as defined by the policy terms throughout the deferred period.

Miss X’s claim form reflects that anxiety and depression caused her incapacity. She says:

My symptoms are due to an ongoing and escalating dispute at work. I raised a complain [sic] of workplace bullying and work launched an investigation...

I’m satisfied the overall medical evidence during the deferred period (and beyond) refers to Miss X’s stress, depression and anxiety being caused by work related issues.

- Miss X was initially signed off by her GP as being unable to work due to a mixture of work-related stress, anxiety and depression.
- Miss X’s clinical psychologist described Miss X’s symptoms since being treated in July 2022 and says these were due to “prolonged stress related to challenging relationships in her workplace”. And that “over the next six months...the level of distress [Miss X] experienced had continuously worsened due to the deteriorating stress she was put down at work...” They concluded that her treatment is ongoing and will “continue for some time due to the persistent and unresolved challenges she faces with her employer”.
- Medical evidence from Miss X’s consultant psychiatrist also support that her symptoms (and related absence from work) were caused by work issues / stressors. They say: “essentially if the issues with work were to resolve, in my opinion this would have a very positive effect on your mood and anxiety and allow you to attempt to meaningfully look for alternative employment...although work is the cause of your mental illness, from a medical point of view you are unwell rather than this being solely a work issue”. And “your mood and confidence remain low and your anxiety remains high. This is almost entirely around your work situation...”. If possible, they advise Miss X to look for work to assist her moving away from “this situation”.
- An occupational health report dated July 2023 also refers to work related issues and since being absent she continued to feel apprehensive regarding “her perception of and subjective lack of clarity regarding the situation at work...” And that anxiety was “largely situational” and likely to continue “until the relevant issues can hopefully be resolved”.

Having considered the evidence available to me, I’m persuaded that Aviva has fairly concluded that work-related issues were the main cause of her symptoms and being unable to work. I’m also satisfied that the overall medical evidence supports that the main barrier to Miss X’s return to work were the work-related issues she’s described.

So, I’m satisfied that Aviva has fairly relied on the policy definition of incapacity when concluding that it hasn’t been met because under the policy terms, incapacity doesn’t include absence caused by workplace matters. Although Miss X developed a diagnosed illness, I’m satisfied that Aviva has fairly concluded that it was still the work-related issues which were

the main cause of this. I'm persuaded she could've performed the duties of the job role if the same work-related issues hadn't been present.

When deciding this complaint, I've taken into account another ombudsman's decision referred to by Miss X. However, the circumstances of that case appear different, with different policy terms. I've considered the individual circumstances of this case against the policy terms in place between Aviva and the policyholder (Miss X's employer).

I've also considered what Miss X says about her medical conditions being formally acknowledged as disabilities as part of ongoing employment tribunal proceedings. However, the focus of my decision is whether the definition of incapacity has been established and whether Aviva has acted fairly but not covering the claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss X to accept or reject my decision before 19 March 2025.

David Curtis-Johnson
Ombudsman