DRN-5334295

The complaint

Mr L is unhappy that Aviva Life & Pensions UK Limited declined a claim he made on his employer's group income protection scheme.

What happened

Mr L was a beneficiary of his employer's group income protection scheme. He claimed on the policy when he was absent from work with symptoms of depression.

Aviva declined the claim on the basis that the policy definition of incapacity wasn't met. Mr L complained to Aviva but they maintained their decision was fair and in line with the policy terms and conditions. Mr L complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought Aviva had acted fairly based on the available medical evidence. Mr L didn't agree and asked an ombudsman to review his complaint. He highlighted difficulties he'd had in accessing treatment, particularly at a time when the demand on the NHS was very high. So, the complaint was referred to me to make 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.

The relevant rules and industry guidelines say that Aviva has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions set out the relevant definition of incapacity which is:

> The members inability to perform on a full or part time basis the duties of their job role as a result of their illness or injury.

It's for Mr L to demonstrate he has a valid claim under the policy. It's not for Aviva to show he doesn't. Based on the available evidence I'm not persuaded Aviva has unfairly declined the claim. I say that because:

- Mr L's claim was referred to Aviva later than it should have been. This was due to issues relating to Mr L's employer. However, Aviva agreed to assess the claim which I think was fair and reasonable in the circumstances.

- I think Aviva reasonably concluded there was limited medical evidence available and that it didn't adequately demonstrate that the definition of incapacity was met. The available medical evidence gave very limited insight into Mr L's condition and how it impacted on his ability to perform the duties of his job role. It gave very limited insight into how his condition impacted him and how it affected his functionality in the workplace.

- I have a lot of empathy for the circumstances Mr L has described. He's explained it was very difficult to get GP appointments and access support, particularly as there is a lot of pressure on the NHS. However, that doesn't mean that it's fair and reasonable for Aviva to accept a claim on the basis of very limited medical evidence.

- I appreciate that Mr L was signed off work by his GP and was considered as unfit to work by occupational health. However, the policy has a specific definition which needs to be met. And, as I've outlined above, the available medical evidence gives little meaningful insight into why Mr L was unable to work. So, I don't think Aviva has acted unreasonably in all the circumstances.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 24 March 2025.

Anna Wilshaw
Ombudsman