

The complaint

Miss B has complained that Aviva Life & Pensions UK Limited ('Aviva') unfairly declined her claim.

What happened

Miss B has a group income protection insurance policy via her employer, underwritten by Aviva. The policy has a 26-week deferred period which pays a benefit if Miss B is unable to work due to illness or injury throughout the deferred period and beyond.

Miss B made a claim which Aviva declined. It said the medical evidence didn't show that Miss B was unable to work due to her illness.

Miss B complained and appealed but Aviva maintained its decision to decline the claim. So Miss B referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Aviva had acted unfairly. Miss B disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me.

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.

But firstly, I'd like to say I'm very sorry to hear of the circumstances and challenges Miss B has faced as well as her ill health. I acknowledge she has been through a very difficult time.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The background to this matter is well known to both parties. So I won't repeat the facts here. Instead I will focus on what I consider to be key to my conclusions.
- The onus is on Miss B to show, through objective medical evidence, that she meets the definition of incapacity as set out in the policy terms and conditions, throughout the deferred period and beyond.
- The relevant definition is: "*The member's inability to perform on a full and part time basis the duties of their job role as a result of their illness or injury*".
- So in order to be eligible to receive a benefit in line with the policy terms, Miss B has to show that she is unable to perform the duties of her job role due to illness or injury.

- The policy defines duties as: *“The material and substantial duties that: are normally required to perform the job role for the policyholder; and perform a significant and integral part of the performance of the job role for the policyholder; and cannot reasonably be omitted or modified by the member or the policyholder.”*
- Aviva reviewed the claim and based on the medical evidence provided by Miss B, it concluded that Miss B’s trigger for her absence was primarily due to the care she needed to provide to her child.
- Miss B says this is incorrect as her medical evidence showed that she was suffering from a mental health condition as a result of the challenges in her personal life. And it was her illness rather than her caring responsibilities which were stopping her from returning to work.
- I have carefully considered all the available medical evidence and I don’t think Aviva’s conclusion was unreasonable. The evidence does suggest that Miss B couldn’t return to work after maternity leave due to childcare responsibilities. That’s not to say that Miss B wasn’t suffering from ill health. Rather, the medical evidence doesn’t provide a clear link between her illness and her inability to return to work. Miss B was taking medication and received a diagnosis. But being diagnosed with a mental health condition and taking medication doesn’t automatically mean that she was unable to perform the duties of her job role.
- I note Aviva offered to review further medical evidence if Miss B was able to provide it and I am satisfied this is reasonable. Miss B has said she will obtain further medical evidence and reports. Once Miss B does obtain further medical evidence which comments on how her illness affects her ability to work, she should send this to Aviva for assessment. Based on what was available to Aviva at the time, I don’t think its decision to decline Miss B’s claim was unfair or unreasonable.

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 Miss B to accept or reject my decision before 21 August 2025.

Shamaila Hussain
Ombudsman