

The complaint

Mr N is unhappy that Aviva Life & Pensions UK Limited has declined a claim he made on an income protection policy.

What happened

Mr N was a member of his employer's group income protection scheme. He made a claim on the policy as he was experiencing ongoing severe abdominal pains.

Aviva declined the claim as they didn't think the medical evidence demonstrated that the policy definition of incapacity was met. Mr N complained to Aviva, but they maintained their decision was fair and in line with the policy terms. Unhappy, Mr N complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Mr N's complaint. He thought Aviva had fairly declined the claim, based on the available evidence. Mr N didn't agree and asked an ombudsman to review his complaint. In summary, he said the available medical evidence supported that he wasn't fit to work. So, the complaint was passed to me 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.

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 say that to make a claim on the policy the definition of incapacity must be met. In Mr N's case the relevant definition of incapacity is 'suited occupation' which means:

The member's inability to perform on a full and part time basis the duties of their job role and other occupations for which they are suited by reason of education, training or experience, as a result of their illness or injury.

I'm very sorry to read of the circumstances which led to Mr N's claim. It's clear that it's been a very difficult time for him. However, having reviewed all of the available evidence I'm satisfied that Aviva acted fairly when declining the claim. I say that because:

- It's for Mr N to demonstrate that he has a valid claim under the policy. It's not for Aviva to prove he doesn't. I'm not persuaded that Mr N has demonstrated he had a valid claim under the policy.
- I'm satisfied Aviva assessed Mr N's claim fairly and in line with the relevant policy terms, taking into account the available medical evidence. I think Aviva reasonably concluded that the policy definition of incapacity wasn't met, based on the medical evidence and other information provided by Mr N.

- The available medical evidence doesn't give a detailed or meaningful insight into Mr N's ability to do his own occupation or other suited occupations. For example, it doesn't explain how Mr N's symptoms impacted his ability to carry out the duties of his job role or other occupations for which he was suited by reason of education, training or experience. I'm not suggesting that Mr N wasn't experiencing symptoms. However, the medical evidence doesn't clearly and persuasively demonstrate how this prevented Mr N from working.
- I've considered Mr N's representations about the fact that his GP was issuing sick notes and what he's said about the evidence provided by his treating consultant. I don't think the GP notes give a detailed insight into Mr N's symptoms and ability to work. So, I think it was reasonable in the circumstances of this case for Aviva to place less weight on this evidence when assessing the claim. The consultant's evidence also doesn't persuasively demonstrate that Mr N was unable to work, bearing in mind the definition of incapacity. So, Mr N's representations on these points haven't changed my thoughts about the overall outcome of this complaint.
- I appreciate that Mr N feels Aviva should have given him greater direction about what medical evidence he needed to provide in support of his claim. However, that's not something I'd expect Aviva to do when assessing the claim. Aviva's role is to assess the available evidence that's presented in support of the claim before reaching a decision about whether the definition of incapacity is met. That's standard industry practice and I don't think Aviva has treated Mr N unfairly by not specifying what information he needed to provide.

My final decision

I'm not upholding Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 4 November 2025.

Anna Wilshaw
Ombudsman