

## **The complaint**

Mr H is unhappy with the impact Aviva Life & Pensions UK Limited's decision to decline his claim has had.

## **What happened**

This complaint is a continuation of another case we issued a final decision on in May 2025. In that case, the deciding ombudsman found that Aviva had terminated Mr H's income protection claim unfairly. She said the claim needed to be reinstated, with interest, and compensation paid for the distress and inconvenience caused. This complaint, although linked, is about separate issues which Aviva has since issued its final response on.

Mr H said Aviva's decision significantly impacted him as his employer – the policy holder – terminated his employment, on 15 February 2024, as a result of Aviva's position on his claim. He said his employer accused him of dishonesty and that had Aviva assessed his claim fairly to begin with, that wouldn't have happened. He also said this'll likely cause further issues down the line with new employers as his contract was terminated.

Mr H said Aviva discriminated against him and his disability and that it should have sought his permission before reviewing his social media account and using it as evidence against him. He also said Aviva's initial decision to terminate his claim will impact his ability to secure insurance in the future.

Aviva said it didn't discriminate against Mr H, rather, it applied the policy terms to assess whether he continued to be incapacitated. It highlighted he'd signed an agreement which gave it authority to access information in the public domain and that Mr H's social media fell within the scope of that agreement. Aviva acknowledged the error it made in terminating Mr H's claim, however, complied with the previous final decision to put things right. It said it cannot be held responsible for the decision taken by Mr H's previous employer to terminate his employment.

Our investigator didn't uphold this case. He agreed there was no evidence to suggest Mr H had been discriminated against, nor that this issue would cause him problems later down the line when sourcing a new insurance policy. He said this service is unable to investigate the issue with Mr H's previous employer as that's for the courts to decide through Mr H's employment tribunal.

Aviva agreed with his findings, but Mr H asked for an ombudsman to review his case. In summary, he said the previous complaint and the compensation awarded should not bear any impact on this case. He explained Aviva's handling of this issue has been poor and that he wasn't given an independent case assessor to review his concerns. He said his family has suffered financially as a result of this issue as he was left unemployed as a direct result of Aviva's actions. He'd like £10,000 compensation to put things right. And so, it's now for me to make a final 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.

I'd like to start by explaining that I cannot revisit any of the issues Mr H raised previously with Aviva, as these have already been investigated and decided by one of our ombudsmen. Instead, my decision focuses solely on the other factors raised in April 2025.

Mr H has explained the impact Aviva's decision to terminate his claim has had on him and his family. This was also considered as part of the previous case and compensation was awarded for that. And so, I won't revisit Mr H's arguments again here. Instead, I've focused on what I consider to be the material arguments Mr H made about Aviva's role and the perceived influence it had in Mr H losing his job. I've also considered any impact caused directly by involvement with that decision.

Having done so, I've decided not to uphold Mr H's complaint. My reasons for doing so are similar to those already provided by our investigator. The available evidence doesn't persuade me that Aviva's decision to terminate Mr H's claim was the reason his employment was terminated. I'll explain why.

Mr H is aware that I can only consider Aviva's actions here and not those of his previous employer. Aviva said it declined Mr H's claim in November 2023 and was unaware his employment was ended in February 2024. Mr H's previous employer was also the policy holder in this case and so I think it's reasonable for Aviva to have shared the outcome of its investigation with the policy holder in these circumstances. Mr H said it was Aviva's decision to terminate his claim that resulted in his employment also being terminated, but I'm not persuaded it's as linear as that.

I've reviewed Mr H's employment termination letter, and it doesn't base its decision on the outcome of Aviva's investigation into his income protection claim. It referred to the evidence shared by Aviva, the employer's perception of that information and the inconsistencies of Mr H's testimony during wellbeing touchpoints between them. Mr H's previous employer referred to its internal policies and said it wouldn't expect any colleague who is absent due to sickness to attend social events that would aggravate their symptoms or delay their recovery. It also highlighted that during check-in conversations, Mr H described feeling unwell, yet the evidence provided by Aviva showed he'd attended social events during those times. It's for these reasons Mr H was alleged to have been dishonest and not because he'd misled the insurer, like he's suggested.

Whilst I understand the connection Mr H is attempting to make, I'm not persuaded Aviva's decision to terminate his claim was the reason his employment ended. Aviva shared the relevant information to support its decision with its policy holder, as I'd expect it to, and that information was then assessed independently by the third party. I should also like to note Mr H issued tribunal proceedings against his previous employer, which would have been the most appropriate channel to pursue in these circumstances. However, I've seen that he later withdrew his case after reaching a settlement with his previous employer. And so, there's nothing more I can helpfully add here.

Mr H said Aviva behaved in a discriminatory way towards him throughout the handling of his claim. I note previously in his other case, the deciding ombudsman explained it's not for the Financial Ombudsman Service to determine whether Aviva has broken the law, that's a matter for the courts. But I've considered whether Aviva has treated him fairly throughout my investigation into this matter and I've not seen any evidence that persuades me it hasn't done that. I asked Mr H to provide more information to help illustrate his point as I wanted to

know whether there was a specific incident that I could investigate.

Mr H responded that he'd asked Aviva to provide an independent claims assessor and that it didn't comply. He said had an English consumer made the same request, Aviva would have agreed. I should say that because of the speculative nature of that argument, I think it would be inappropriate for me to make a finding here. It also isn't for this service to tell Aviva how it should operate or who should assess claims and appeals. It's Aviva's commercial right to decide how it does that.

Aviva also said Mr H never requested Aviva change his case handler and that its usual approach is to retain the same handler on appeal. It said the assessor was familiar with the specifics of Mr H's circumstances, having dealt with the initial claim decision. And given the complexity of his claim, I thought that was a logical and reasonable position to take.

Mr H said he didn't receive updates as regularly as he'd have liked. Aviva said that because this was a group policy it sent information to the policy holder, Mr H's previous employer, and that it provided him updates where appropriate. Having reviewed the evidence, I can see Mr H received updates at times when Aviva had something material to share. I also noticed on the occasions where Mr H asked for an update that too happened in good time.

Mr H said Aviva should have asked permission before reviewing his social media accounts and that by not doing so, he felt this was an invasion of his privacy. I can see why he felt that way as surveillance, by its very nature, is intrusive. But this tool is available to Aviva when reviewing claims. I also note Mr H gave Aviva consent to do that when he agreed to Aviva's privacy notice when submitting his claim;

*"The personal information we collect and use will include name, address, date of birth, lifestyle, current state of health, any information contained within the public domain and any existing conditions"*

Mr H agreed to this when he first submitted his claim to Aviva. I should say it's standard practice for insurers to review claims from time to time. Aviva did this by completing a desktop review into Mr H's social media, which is publicly available information, in order to ensure he continued to meet the policy's definition of incapacity. And whilst I accept Mr H's argument this felt invasive, he gave Aviva permission to do that when he first made his claim and so I don't uphold that part of his complaint either.

Mr H said he's concerned he'll find it challenging to source insurance elsewhere in the future given his difficulties with Aviva over his claim. But Aviva said this would not have any impact and I agree with what it says about that. The error Aviva made in terminating Mr H's claim should not cause any issue later in the way he's described.

### **My final decision**

My final decision is that I don't uphold Mr H's complaint for the reasons I've explained.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 February 2026.

Scott Slade  
**Ombudsman**