DRN-6032586

The complaint

Ms H is unhappy that Aviva Life & Pensions UK Limited stopped paying her income protection claim.

What happened

Ms H is a beneficiary of her employer's group income protection scheme. She was in receipt of the policy benefit following a successful claim on the policy. In 2023 Aviva reviewed the claim and later terminated it.

Ms H complained to Aviva about their decision to stop the claim and about how this had been handled. Aviva maintained they'd acted fairly and highlighted the evidence they'd relied on to support their decision. Unhappy, Ms H complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. In summary, he thought Aviva had acted fairly, based on evidence that was available. So, he didn't think they needed to reinstate the claim.

Ms H didn't agree and asked an ombudsman to review her complaint. She made detailed representations about why she felt Aviva hadn't acted fairly. In summary, she didn't think they reasonably relied on the contents of medical reports and had made assumptions about transactions on her account. She strongly refuted some of the information Aviva had relied on and highlighted various issues which she said undermined Aviva's decision to terminate the claim. 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.

At the outset I acknowledge that I've summarised this complaint in far less detail than Ms H has, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.
The relevant rules and industry guidelines say that Aviva has a responsibility to handle claims promptly and fairly. Ms H's claim was in payment and therefore it's for Aviva to demonstrate that they reasonably terminated it.

The policy terms and conditions say:

> "We will pay total benefit if immediately before the start of incapacity the member was

actively at work and following their job role and, after the start of incapacity, they are not following any other occupation, and the deferred period has finished."

'Incapacity' is defined as:

> "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".

The terms also say:

> "We may at any time (and retrospectively where appropriate) cancel the policy or cover in respect of a member, reclaim benefits paid in respect of a member's claim, or apply different terms in line with reasonable underwriting and insurance practice if a member or you have at any time:
>
> - deliberately or recklessly failed to disclose information to us, given false information to us or failed to tell us where any facts have changed since they were provided"

I'm not upholding this complaint because:

- I'm satisfied that Aviva reasonably terminated the claim. This decision was based on a range of evidence, which it set out in detail to Ms H in the final decision letter. That included, but wasn't limited to, an Independent Medical Examination (IME) and a review of the information by Aviva's chief medical officer.

- I'm satisfied it was reasonable for Aviva to take into account the contents of the detailed IME. I appreciate that Ms H found the appointments difficult, and feels that some of the information wasn't fairly presented within the reports. However, I think Aviva instructed a suitably qualified medical expert and that they reasonably relied on that opinion. And, in any event, that was one aspect of the evidence they relied on to terminate the claim.

- I don't think Aviva requested information about Ms H's circumstances which was unreasonable or disproportionate in the circumstances of this case. The claim was complex, and Aviva is entitled to review it. I haven't found their actions or the evidence they requested to be unreasonable. And, overall, I'm satisfied their decision was fairly made following an extensive review of a range of evidence.

- One of the pieces of information Aviva relied on was evidence of card transactions which were inconsistent with Ms H's self-reported activity logs. Ms H says that the transactions would have been made by other family members. But, I don't think it was unreasonable for Aviva to rely on those transactions being made in support of their position. I also think that information was fairly viewed within the context of other information, including the IME and other detailed interviews with Ms H. So, Ms H's representations on this point haven't changed my thoughts about the overall outcome of this complaint.

- Ms H has said that Aviva terminated the claim, rather than seeking clarification from her or looking for alternative ways for her to provide the information Aviva wanted. But I don't think Aviva acted unreasonably in the circumstances. They'd been waiting for the information for some time. And, they chased Ms H for a response. It was only after the claim was terminated that Ms H said she'd sent the information a few months before. So, even if I accepted that Ms H did send the relevant information, I think she had a fair chance to explain this to Aviva before the claim was terminated.

- I understand that Ms H is in receipt of benefits and has a blue badge. However, that doesn't mean that it's unreasonable for Aviva to terminate the claim. In order for benefit to be paid the relevant policy definition of incapacity must continue to be met. That's a specific definition which is different to the requirements for state benefits to be paid or provided.

- Ms H has complained that Aviva has failed to make reasonable adjustments. In other words, has failed in their duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 27 January 2026.

Anna Wilshaw
Ombudsman