

The complaint

Mrs S is unhappy with Aviva Life & Pensions UK Limited's decision to decline her claim.

What happened

Mrs S has critical illness cover with Aviva. In December 2024, she was diagnosed with rheumatoid arthritis (RA) and submitted her claim for total permanent disability in February 2025.

Mrs S said Aviva declined her claim unfairly because it hasn't considered all the available medical evidence she provided. She said RA is incurable and that it's therefore permanent and so it should pay her claim on that basis. Mrs S also said Aviva is relying on terms that aren't listed in her policy to decline her claim.

Aviva said whilst it accepts RA is incurable that doesn't satisfy the criteria of a total permanent disability. It said Mrs S's treatment plan remains active and progressive and that there's a reasonable prospect her current symptoms can be improved and controlled. Aviva said it's on that basis it decided to decline Mrs S's claim.

Our investigator didn't uphold this complaint. She said although the medical evidence, shows Mrs S's symptoms have not improved under her current treatment plan, it supports there are still more treatments available. She highlighted Mrs S's specialist said in May 2025 they were trying to achieve remission of her symptoms and that could take two-years. Our investigator didn't think Mrs S had shown her RA satisfied the permanent criteria on that basis.

Mrs S, unhappy with that, asked for an ombudsman to review her complaint. In summary, she said the policy has been misinterpreted by our investigator. She said the policy doesn't require her to be unable to complete the activities of daily work on a permanent basis. Mrs S said RA is a permanent condition which has fluctuating symptoms characterised by relapses and partial remissions. 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.

Although I may not respond to every point Mrs S has raised, I want to reassure her I've considered everything she's said. The informal nature of this service enables me to do that so I can resolve complaints with minimal formality.

The relevant rule that applies in this case comes from the Insurance Conduct of Business Sourcebook (ICOBS) and says Aviva must assess claims promptly and fairly and must not reject a claim unreasonably. I've considered this and other relevant industry guidance whilst assessing this complaint.

Having considered all the evidence and arguments from both Mrs S and Aviva, I've decided

not to uphold this complaint and for broadly similar reasons to our investigator. I don't underestimate the difficulties this condition is causing Mrs S and I'm sorry this isn't the outcome she was hoping for. But the available medical evidence doesn't satisfy the policy criteria at this time, as there's still more treatment available to help bring her symptoms under control. Therefore, her symptoms aren't currently permanent and irreversible. I'll explain why.

The policy terms say:

"Rheumatoid Arthritis - resulting in permanent symptoms

A definite diagnosis of Rheumatoid Arthritis by a Consultant Rheumatologist, evidenced by an inability to perform any three Activities of Daily Work without the direct help of another person, but with the use, where appropriate of certain aids. If you are a house person or not in full-time employment at the time of the claim then we will use the Activities of Daily Living definition. The disability must be permanent and irreversible"

Activities of daily work:

"• Walking: walk 200 metres on flat ground without stopping or experiencing severe discomfort

- Climbing: walk up or down a flight of 12 stairs without holding onto a rail or resting*
- Bending: bend or kneel to pick something up from the floor, and stand up again. Also get in and out of a standard saloon car*
- Communicating: answer the telephone and take a simple message*
- Eyesight: read 16 point print after correction if required*
- Healthcare: independently seek medical attention, and take medication as prescribed*
- Financial independence: handle day-to-day financial transactions"*

I've highlighted the above terms because this is the criteria Mrs S needs to satisfy to bring a successful claim. I'm satisfied the medical evidence shows Mrs S was diagnosed with RA in December 2024. I'm also persuaded her evidence shows she's unable to complete some of the tasks listed as her reported symptoms are consistent with the available medical evidence.

Aviva's argument is that Mrs S hasn't demonstrated her symptoms are permanent and I agree. Mrs S said her condition is permanent and I accept this, but that's not enough to satisfy the policy criteria. The presence of a disabling condition in isolation doesn't trigger the total permanent disability benefit. The medical evidence must show the symptoms are permanent and in Mrs S's case, the evidence doesn't support that.

Aviva's medical officer reviewed the medical evidence and highlighted Mrs S is at the beginning of her treatment pathway – meaning there's still other medication she can try to bring her symptoms under control. I think that's a reasonable argument and I note it's consistent with Mrs S's specialist's opinion who also said the goal of the treatment is to bring her symptoms under control and to achieve clinical remission.

The specialist also said controlling the symptoms with medication could take two-years to achieve and that was in May 2025. Whilst it's noted this cannot be guaranteed, I don't think enough time has passed for the results of this to be known, and given the evidence suggests Mrs S's symptoms could still be brought under control, I think it's reasonable for Aviva to have declined her claim. I say that because she's not satisfied the permanency element of the policy terms.

Mrs S argued Aviva's terms don't define what it means by permanent, but I don't think it needs to. In Mrs S's case, there's enough evidence to show her symptoms may not be

permanent because she's still relatively early on in her treatment pathway having only received her diagnosis in December 2024.

I should say this isn't unusual for a claim of this nature, it often takes time to gather the necessary evidence and there's often a series of different medications or treatment options specialists will try to bring their symptoms under control. Only when there has been no improvement and the specialists involved agree there's nothing more they can offer in terms of treatment to control the symptoms, is the permanency criteria fulfilled.

I've not seen any evidence that leads me to think Aviva has ignored any medical evidence provided by Mrs S. I note the latest medical evidence she submitted was in October 2025 and this was responded to the following month. Aviva said the new evidence from Ms S's rheumatology specialists didn't alter its understanding on the permanency of her symptoms and having carefully considered this information, I agree with the insurer's position here.

The new evidence noted that whilst there had been little improvement in Mrs S's symptoms, the specialists wanted to try a new treatment, which further persuades me her treatment pathway remains active and ongoing. The specialist's letter in October 2025 explained Mrs S hadn't tolerated her medication, even though she took it alongside immunosuppressants. So her care team were planning to step up her medication with biologic agents in the hope that would help.

Having carefully considered this, I think it further supports Aviva's argument there's still an opportunity within Mrs S rheumatology action plan that disease quiescence can still reasonably be achieved.

I should say that whilst I've found Mrs S's claim has reasonably been declined by Aviva at this time, there may come a point in the future when that could change. Should Mrs S reach a point in her treatment pathway where no further treatment is recommended, her symptoms haven't improved and she's still unable to complete at least three of the activities of daily work tasks, she may have a valid claim under this policy.

Aviva has already confirmed it'll consider any future claim should that happen, which is what I'd expect it to do in the circumstances. As things currently stand, Mrs S's claim doesn't satisfy the permanent part of the policy terms for the reasons I've explained, but I'm aware that could change if her specialists decide there's no further treatment available and her symptoms have not improved.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 28 April 2026.

Scott Slade
Ombudsman