

The complaint

Mr S complains Aviva Life & Pensions UK Limited (Aviva) hasn't agreed to pay further benefit under an income protection insurance policy.

What happened

The circumstances of this complaint are well known to both parties and so I've summarised events.

Mr S was a member under his employer's group income protection insurance policy provided by Aviva. Mr S became absent from work and so a claim was submitted under the policy. Following a review Aviva accepted Mr S's claim. It said it would pay 11 months' benefit to cover the period between March 2023 and February 2024. As Mr S's employment had ended with his employer, it was agreed the benefit would be paid directly to Mr S.

Mr S raised a complaint about the settlement as he didn't believe he was able to return to work in February 2024. He was also unhappy with some of the wording used in Aviva's correspondence.

On 12 February 2024 Aviva issued Mr S with a final response to his complaint. It said it believed the medical evidence demonstrated Mr S was fit to work from September 2023 and it had paid benefit up until February 2024. It also said Mr S could provide evidence for it to consider whether further benefit was payable. It also paid Mr S £100 compensation in relation to the wording of its correspondence.

Mr S provided Aviva with additional medical evidence, but Aviva didn't agree to pay any further benefit and so another complaint was raised.

On 12 April 2024 Aviva issued Mr S with a further final response to his complaint. It said it didn't think any further benefit was due. Mr S referred his complaint to this Service. An Investigator here looked into things but didn't uphold Mr S's complaint.

Mr S provided Aviva with additional medical evidence which it considered. However once again it didn't change its decision on Mr S's claim and so a further complaint was raised.

On 30 October 2024 Aviva issued Mr S with a further final response to his complaint. It said the additional information Mr S had provided hadn't changed its decision on Mr S's claim. Mr S referred the complaint to this Service. Another one of our Investigators looked into things but didn't uphold Mr S's complaint.

This complaint is about the events which have occurred since that complaint. Mr S once again provided Aviva with further evidence. Aviva considered this evidence but didn't change its position on Mr S's claim. Mr S asked this Service to consider his complaint.

Another of our Investigators looked into things but didn't uphold Mr S's complaint. She said she didn't think the further evidence Mr S had provided meant Aviva were required to change its decision on Mr S's claim.

Mr S didn't agree with our Investigator and provided further evidence he wished to be considered. Our Investigator considered this additional information but didn't change her opinion on Mr S's complaint.

Mr S asked for an Ombudsman to consider his complaint. He said he believed the evidence provided supported his continued incapacity for work. He was also unhappy Aviva hadn't looked to contact his treatment providers and was concerned it had now said it would only consider contemporaneous evidence.

As an agreement couldn't be reached the complaint has been 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.

I want to acknowledge I've summarised Mr S's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr S and Aviva I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. This Service has previously concluded that it was reasonable for Aviva to cease paying benefit under the policy, and that it was reasonable for it not to reinstate benefit following Mr S providing further information addressed in Aviva's final response of 30 October 2024. So, this decision is solely about the events which have taken place since this Service considered Mr S's previous complaint.

As Mr S's contract with his employer had ended, Aviva were paying Mr S's benefit directly up until February 2024. As part of this arrangement, it was agreed that once Mr S became ineligible for benefit under his claim, he would be unable to become eligible for benefit under the policy again.

Aviva didn't agree to pay any benefit beyond February 2024 as it believed Mr S no longer met the policy definition of incapacity. Aviva has said the evidence Mr S has provided since its previous final response of 30 October 2024 doesn't change its position. This Service has previously concluded that it was reasonable for Aviva to cease paying benefit under the policy based on the medical evidence previously provided. So, in order for me to require Aviva reinstate Mr S's benefit, the new evidence Mr S has provided would need to demonstrate Mr S met the policy definition of incapacity in February 2024 at the point Aviva ceased paying benefit.

The policy terms define incapacity as:

'The member's or former employee'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.'

I've considered the relevant evidence Mr S has provided since October 2024 which I'll summarise here:

- A letter from Mr S's consultant neurologist dated 2 December 2024 confirming Mr S attended an inpatient programme for functional neurological disorder (FND) symptoms between February 2024 and March 2024 but unfortunately had developed functional seizures. It said Mr S had asked to go through a list of his current

symptoms which included experiencing painful large body spasms, his mind going blank when asked questions and difficulties sleeping.

- A referral for neurophysiotherapy, also dated 2 December 2024, aiming at improving Mr S's mobility. This said Mr S can experience full body spasms, his legs giving way whilst walking and being clumsy when carrying out simple tasks.
- A letter from the DVLA from January 2025 confirming his entitlement to drive will be revoked due to him suffering from seizures.
- An email from Mr S's consultant neurologist sent directly to our Investigator in July 2025. In summary she said she was unsure how someone experiencing the symptoms Mr S has would be expected to function as a professional chef or a lecturer. She said she would place Mr S's symptoms at the severe end of the FND spectrum for intrusiveness on daily life.
- An email from Mr S's consultant neurologist from September 2025 confirming her concerns around Mr S's ability to return to the workplace remained the same, even now it had been clarified his previous occupation was as a supermarket assistant.
- A further email from Mr S's consultant neurologist from October 2025 which said she understood Mr S had been unable to work in any capacity since at least September 2023 due to the severity of his FND symptoms.

Based on the evidence provided, I don't think it was unreasonable for Aviva to maintain its decision on Mr S's claim and I'll explain why.

The evidence Mr S has provided goes into detail about the symptoms he was experiencing at the time of his appointment in December 2024 but provides little information about his symptoms and ability to carry out his occupation in February 2024. The confirmation that Mr S had been treated as an inpatient between February 2024 and March 2024, and developed functional seizures is information Aviva were previously aware of and had considered.

The more recent emails from Mr S's consultant support that Mr S's symptoms have deteriorated and are clear they don't believe Mr S is now able to return to the workplace. But again, they lack detail around Mr S's symptoms for the relevant period and his ability to work at the point Aviva ceased paying Mr S's benefit in February 2024. I acknowledge in the consultant's October 2025 email she said she understood Mr S had been unable to work in any capacity since at least September 2023, but I'm not persuaded this is sufficient to demonstrate Mr S met the policy definition of incapacity in February 2024.

I naturally empathise with Mr S given everything he's been through. However, for the reasons I've explained I don't think it was unreasonable for Aviva to maintain its position on Mr S's claim.

Aviva has more recently told Mr S it won't consider any further appeals based on retrospective evidence, and will only consider contemporaneous evidence. Mr S has said this is unreasonable as it is moving the goalposts and prevents further evidence from being submitted.

Based on the evidence provided I don't think it was unreasonable for Aviva to say it would only be considering further appeals on the basis of contemporaneous evidence being provided. In order for Aviva to reinstate benefit, any evidence provided would need to relate to the period of time when Aviva ceased paying benefit, which was around two years ago now. Aviva has also reviewed additional evidence Mr S has provided over this two year

period but maintained its decision on the claim on each occasion.

I know this will be extremely disappointing for Mr S, but for the reasons I've explained, I don't require Aviva to take any further action in relation to his complaint.

My final decision

For the reasons I've outlined above I don't uphold Mr S's complaint about Aviva Life & Pensions UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 March 2026.

Andrew Clarke
Ombudsman