

The complaint

Ms P is unhappy that Aviva Life & Pensions UK Limited declined a claim made on a group income protection insurance policy ('the policy').

What happened

Subject to the remaining terms, the policy can pay out a benefit if Ms P can't work due to illness after the deferred period.

Ms P stopped working at the end of October 2024. The GP certificates reflect that she was initially unable to work due to tummy pain, headache and sickness. After a few weeks, the reason changed to varicose veins. Ms P continued to be signed off work by her GP throughout the duration of the deferred period.

A claim was made on the policy, which was declined by Aviva. It concluded that Ms P hadn't established that she was incapacitated as defined by the policy terms and that she could work in a suited occupation.

Ms P appealed, but Aviva maintained its decision.

Ms P also brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and didn't uphold it. Ms P disagreed and raised points in reply. These didn't change our investigator's opinion. So, this complaint has been passed to me to consider everything afresh 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 terms and conditions of the policy

Subject to the remaining terms of the policy, Aviva will pay the 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.

Relevant to this complaint, 'incapacity' is defined as:

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.

'Other occupation' means:

Any occupation performed for profit or reward, other than the member's job role.

Has Aviva acted fairly and reasonably by declining the claim?

Aviva has a regulatory obligation to act fairly and promptly when handling insurance claims. And it mustn't unreasonably decline a claim.

When making a claim, it's for Ms P to prove her claim and that includes that she was incapacitated throughout the deferred period.

I have a lot of empathy for Ms P's situation. I appreciate that Aviva's decision to decline the claim would've greatly financially impacted her.

I know she will be very disappointed but for the reasons set out below, I'm satisfied Aviva has fairly and reasonably declined the claim.

- Having considered Ms P's medical records, I'm satisfied that there's limited medical evidence to support that Ms P was incapacitated as defined by the policy throughout the deferred period. I accept that she was taking medication and was certified as being unfit to work by her GP, but the policy has a specific definition which needs to be met. So, whilst relevant, I don't think being signed off work is determinative.
- In her GP records, there's reference to Ms P feeling heaviness and severe pain in her leg (especially in the evenings after being on her feet most of the day) and that she can have difficulty sleeping. There's also reference to leg swelling and cramps. However, the medical evidence gives limited insight into how her condition impaired her functionality or impacted her ability to work.
- There's an entry in Ms P's GP notes dated December 2024. She's asked if her employer can do anything to help her return to work sooner and it's reflected that the reply is: "reduced hours, up to 5 hours a day". Further, towards the end of the deferred period in April 2025 her GP records say: "work does not have another option that avoids standing for prolonged periods or lifting heavy weight – therefore cannot work". I'm satisfied that it's reasonable to interpret this to mean that if other options were available, Ms P would've likely been able to work during the deferred period.
- Aviva has said that Ms P may not have been able to do her full-time job role during the deferred period – which included being on her feet continuously for a number of hours each day. However, it says she could carry out another occupation for which she was suited by reason of education, training or experience. Aviva considered Ms P's experience and qualifications and the transferable skills she would've gained when concluding this.
- Looking at the roles Aviva has identified, I'm satisfied that it has fairly and reasonably concluded that there were other occupations for which Ms P was suited by reason of education, training or experience. And that she could've carried these out during the deferred period, despite her medical condition (and with reasonable adjustments to avoid prolonged periods of sitting, standing, walking or heavy lifting).
- I appreciate that the roles identified weren't with her employer. However, I'm satisfied that the definition of incapacity doesn't require the other occupations to be with her employer. Indeed, other occupation includes "any occupation..."
- I've taken into account Ms P's other concerns, including what she says about Aviva not arranging an independent medical examination. However, I don't think Aviva was required to do so in the circumstances of this case. It's ultimately for Ms P to establish her claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 9 April 2026.

David Curtis-Johnson
Ombudsman