

complaint

Ms P complains about Aviva Life Services UK Limited's refusal to change the deferred period under her income protection policy.

our initial conclusions

Our adjudicator thought Aviva was entitled to refuse Ms P's request.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of the complaint.

Ms P holds an income protection policy with Aviva, and has a 36 month deferred period. She asked Aviva if it would reduce the deferred period to three months. Aviva asked Ms P about her medical history, and then made the decision not to reduce the deferred period. It initially told Ms P that this was because she said she had a history of chronic stress.

Ms P's GP has since confirmed that she doesn't have a chronic or long-term stress related illness. I don't know why Ms P told Aviva she had chronic stress if she doesn't. But I see that she's experienced stress incontinence for a number of years, and when she asked Aviva to change her deferred period, she had recently experienced stress and had taken a month off work because of it.

Aviva has also said that it won't reduce the deferred period because of Ms P's other recent or ongoing medical problems (in addition to stress). But it says that it will consider altering the deferred period when she's been symptom free from her conditions for two years.

Insurers are entitled to decide what risks they wish to cover. And in this case, Aviva has decided it doesn't want to provide Ms P with a shorter deferred period than what she already holds. It seems to me that Aviva has exercised its judgment here reasonably (as Ms P hasn't been symptom free from all her conditions for two years), so I don't require it to reduce her deferred period. **My final decision is that I don't uphold the complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Ms P either to accept or reject my decision before **11 April 2016**.

Chantelle Hurn-Ryan

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Ms P says a 36 month deferred period wasn't the right option for her. But Aviva didn't sell the policy to Ms P. She's made a complaint against the seller of the policy, and this is being considered by me separately.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.