

The complaint

Miss C complains about the Bus Employees' Friendly Society's ('Bus Society's') handling of her sickness benefit claim.

What happened

Miss C has sickness benefit cover under her policy with the Bus Society. The policy pays benefit in the event Miss C can't work because of accident or illness.

On 30 October 2020, Miss C emailed the Bus Society and explained that she was isolating for 14 days, and asked if she could make a claim for that period. The Bus Society explained that this wouldn't be considered sickness (unless she tested positive for Covid-19).

Miss C's GP then signed her off work from 5 November 2020 due to abdominal pain.

The Bus Society accepted that Miss C had a valid claim from 5 November 2020, and paid her claim from that point. However, Miss C said she hadn't been able to work because of her abdominal pain from 31 October 2020. The Bus Society thought Miss C had provided inconsistent information about this, and so maintained its decision to pay the claim from 5 November 2020. Unhappy with this, Miss C brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She thought the Bus Society's decision to accept the claim from 5 November 2020 had been reasonable.

I issued a provisional decision on 7 March 2022. Here's what I said:

"The policy explains that benefit is payable in respect of incapacity certificated by a medical practitioner. It also says that where a member wishes to claim sickness benefit commencing from a date earlier than the date of examination by the medical practitioner, the medical certificate must be accompanied by a separate declaration for that period ('self-certification'). It says that such declaration shall not cover a period exceeding seven days and shall not be accepted in isolation for sickness benefit claims.

Miss C self-certified herself as unfit to work due to abdominal pain from 29 October 2020. She signed the form on 2 November 2020.

The initial evidence from Miss C's employer was that she was absent from work due to sickness from 31 October 2020, but it didn't give the reason for this.

Miss C was then signed off work by her GP from 5 November 2020 due to abdominal pain.

Given the conflicting information about Miss C's first date of absence, and because her employer hadn't given a reason for her absence, I can understand why the Bus Society chose to accept Miss C's claim from 5 November 2020.

However, Miss C has since confirmed that she made a mistake on her self-certification

form and says she wasn't able to work because of her abdominal pain from 31 October 2020. After the complaint was referred to this service, Miss C's employer provided confirmation of this.

That being the case, I think it would be appropriate for the Bus Society to pay the claim from 31 October 2020. However, I only require it to pay interest from the date Miss C's employer confirmed that she had stopped work due to abdominal pain. Confirmation of this was provided to this service, and we shared it with the Bus Society on 8 February 2022.

The Bus Society has raised some concerns about the additional letter provided by Miss C's employer, and has pointed out that the letter was written by a different manager to the initial letter. Miss C's employer has since clarified that the manager who wrote the initial letter no longer works there. I'm satisfied by this explanation."

I asked both parties to provide me with any further comments they wished to make before I made my final decision.

The Bus Society responded to say it thinks Miss C's claim was fraudulent. It provided a timeline and resent information that was previously provided to this service.

Miss C responded to confirm she accepted my provisional 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.

The Bus Society says it thinks Miss C's claim was fraudulent. However, it accepted her claim was valid - it didn't turn down the claim because of fraud. The complaint brought to this service was about the timing of the start of the claim, which I addressed in my provisional decision.

An allegation of fraud is a very serious matter. It isn't appropriate for a business to allege fraud after a claim has been accepted, and expect this service to make a finding on it. I therefore haven't considered whether the claim was fraudulent.

I remain of the view that Miss C has provided sufficient evidence to show that she hadn't been able to work because of her abdominal pain from 31 October 2020.

The Bus Society provided a timeline of events, which I was already aware of. As the Bus Society hasn't provided any new information or arguments regarding my view that the claim should start from 31 October 2020, I see no reason to alter my provisional findings.

My final decision

My final decision is that I uphold this complaint. I require the Bus Employees' Friendly Society to accept the claim from 31 October 2020, and pay the backdated benefit due between 31 October 2020 and 5 November 2020.

Interest should be added to this at the rate of 8% simple per annum from 8 February 2022 to the date of settlement*.

* If the Bus Society considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Miss C how much it's taken off. It should also give Miss C

a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 18 April 2022.

Chantelle Hurn-Ryan
Ombudsman