

## **The complaint**

Mr W is unhappy that MetLife Europe d.a.c. declined a claim made on a group income protection insurance policy.

## **What happened**

The details of this complaint are well known to Mr W and MetLife, so I won't repeat them again here. I'll focus on giving the reasons for my 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 relevant terms and conditions of the policy**

As part of the policy, MetLife will pay the monthly benefit if an insured member of the policy is incapacitated.

The definition of incapacity important to this complaint is 'own occupation'. That's explained in the policy schedule.

The policy terms say this means an insured member is incapacitated if:

- they are unable to perform, due to illness or injury, the material and substantial duties required of them in their own occupation which they were performing immediately prior to being incapacitated; and
- are not following any other occupation.

Material and substantial means:

Occupation-related duties that:

- are normally required for the performance of an occupation; and
- cannot be reasonably omitted, changed or modified.

## **Has MetLife fairly and reasonably declined the claim?**

MetLife should act fairly and promptly when handling an insurance claim. And it mustn't unreasonably decline a claim.

When making a claim, Mr W has to show that he has a valid claim. In this case, that means proving that he was incapacitated as set out in the policy terms.

I'm not a medical expert. So, I've relied on all the evidence available to me when considering whether MetLife has acted fairly and reasonably.

I have a lot of empathy for what Mr W has been going through. I have seen that it's been difficult for him. I know he will be very disappointed, but I'll explain why I think MetLife has acted fairly and reasonably when declining the claim.

- The claim form completed by Mr W is dated after the end of the deferred period. At that time, Mr W says he couldn't work due to many reasons including seizures, fatigue, insomnia and states of dissociation and confusion.
- During the deferred period (from the end of August to the end of November 2023) Mr W was signed off work by his GP with "neurological problem under investigation". I've taken that into account as it's relevant. But there's a specific definition of incapacity which needs to be met under the terms of the policy throughout the deferred period for the benefit to be paid. There's not much in the GP records explaining how Mr W's symptoms were impacting him or why he couldn't work.
- Mr W's consultant psychiatrist's report dated the end of September 2023 says: "Mr W reports a significant improvement in his mental state and, in fact, had not had another episode for over a week" and "objectively Mr W presented as well as I have seen him for many weeks". The report concludes that Mr W has challenges ahead with a potential return to work and that his therapist was "planning to communicate with his employer regarding reasonable adjustments that would be recommended".
- Mr W's consultant psychiatrist's report dated the end of October 2023 says "overall there has been a significant reduction in Mr W's experiences of distressing episodes of concern few months ago. He reported no further episodes over the last one to two weeks..." and "they also reduced prior to this time". It also says his mental health was "notably improving". The psychiatrist also says that they'd advised Mr W to speak to occupational health at work, to look at his options for a phased return to work and his responsibilities, so that he can initially work from home.
- So, I'm satisfied that MetLife has reasonably concluded that the medical evidence from the deferred period doesn't support that Mr W couldn't carry out the material and substantial duties of his job, with reasonable adjustments being made by his employer to his job role. And I don't think Mr W has proved that he met the definition of incapacity throughout the deferred period.
- When making this decision, I've also considered other medical evidence given by Mr W supporting that he can't work including from his counsellor dated May 2024. However, this evidence is from after the deferred period and relates to Mr W's health in May 2024. When considering whether MetLife has fairly declined the claim made on the policy, I'm more persuaded by what the medical evidence says from the time of the deferred period.
- Mr W's consultant psychiatrist wrote another letter dated May 2024 (so around six months after the end of the deferred period) explaining comments made in their letters dated August to October 2023. They say that the episodes have continued although less often but continue to cause a lot of distress including impairing sleep, dissociation, confusion and panic. And that "the episodes and associated distress cause significant reduction in function, ability to carry out daily tasks and maintain concentration...currently it is clear being in a work environment will exacerbate these further". That's different to what is said in the psychiatrist's letters dated September and October 2023 where they spoke about a possible phased return to work. The letters from the time also say that Mr W was better able to manage stressful situations and his focus and concentration were both improving. As this is from the time of the deferred period, I'm more persuaded by what's said then.
- There's also a letter from a consultant occupational physician dated January 2024. That's from after the end of the deferred period. The letter says Mr W was "unfit for

all work in my opinion...this will remain the case for the foreseeable future". It also says that Mr W reports currently experiencing daily and severe psychological symptoms and was experiencing new seizures which had been ongoing several times a week.

- That's different to what's said in the psychiatrist's letters dated September and October 2023 during the deferred period. It was said at the time that Mr W was experiencing less episodes, sometimes not having any for one to two weeks. Mr W's symptoms may have got worse after the deferred period. However, for this complaint, I'm considering if MetLife has fairly concluded that Mr W didn't meet the incapacity definition during the deferred period. I'm satisfied that MetLife fairly concluded that the medical evidence supports that he didn't. There's nothing to suggest that the consultant occupational therapist had access to Mr W's medical file, and they don't comment on the letters from the psychiatrist dated September and October 2023. The report seems to be based on Mr W's self-reporting. So, I've placed less weight on it.

### **My final decision**

I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 February 2025.

David Curtis-Johnson  
**Ombudsman**