

The complaint

Miss T has complained that MetLife Europe d.a.c. declined a claim she made under her group income protection policy.

What happened

In summary Miss T suffered a major accidental injury on 30 June 2023 and was signed off work from 3 July 2023. She made a claim under her policy.

In order for benefit to be paid she needed to meet the following policy definition of incapacity:

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

Miss T's policy has a 13-week deferred (waiting period). This means she needed to be incapacitated between 3 July and 2 October 2023 in order for benefit to be paid.

MetLife declined Miss T's claim, it didn't feel that the evidence demonstrated that she met the policy definition throughout the deferred period and beyond.

Unhappy, Miss T referred her complaint here. Our investigator didn't recommend that it be upheld. Miss T appealed. She submitted a report from a lead clinical psychologist, I'll refer to as Mr A. Our investigator shared this report with MetLife but neither MetLife nor our investigator changed their view.

As no agreement was reached the matter was referred to me to determine.

I issued a provisional decision; explaining why I didn't find that MetLife had treated Miss T fairly. I was minded to uphold her complaint and require MetLife to admit Miss T's claim, pay interest and compensation. My findings were as follows:

- *It is not disputed that Miss T suffered a very severe injury and further complications when she was in intensive care. It's clear from the evidence that she was keen to get back to her former state of fitness and followed advice to be physically active where possible – including non-weight bearing sports. Her physical recovery is well documented and it serves no purpose for me to repeat it here. Although it does seem that MetLife understood from the medical notes that Miss T's fracture had healed earlier than it had. It may be, as her role was in the main sedentary and her employer accommodating, that she could have returned to work towards the end of the deferred period if the only impact of the injury was physical.*
- *However it is clear from the medical evidence that from early on in her recovery Miss T reported fatigue and difficulty concentrating. She has said that from October she was troubled by disturbing dreams, had a high level of panic and a constant worry about death. Miss T explains that she had been so caught up in trying to recover physically that mentally there was no space to try and process what had*

happened until later. Her evidence is that at 12 weeks after the accident she was still completely exhausted, sleeping a number of hours a day and cognitively unable to cope with the pressures of her role. But that she wanted to get back to work, to a job that she loved. I'm satisfied from the evidence that if her health had allowed, she would have returned to work sooner than when she did, 26 February 2024, on a phased return. I find her testimony to be both genuine and credible, and corroborated by the medical evidence.

- I appreciate that MetLife didn't feel it had received evidence of a functionally disabling psychological condition which would prevent Miss T from returning to her role. Mr A explained in January 2024 he had previously documented the severe shock Miss T had at the time of her injury and that she experienced psychological decompensation after being discharged home. She was having anxiety attacks, her sleep was disrupted and had lost confidence in her memory and capacity to concentrate. Mr A described Miss T as having Post Traumatic Stress Disorder, which complied with the formal diagnostic criteria. Having received Mr A's more recent report, which gives coherent detail regarding the psychological impact of Miss T's injury, MetLife accepted that Miss T would have experienced some mental health issues as a result of her experience. But it didn't feel that the contemporaneous evidence supported the impact these issues had on her function met the policy definition of incapacity. I don't agree.*
- Mr A writes: When (Miss T) attended our follow up clinic it became clear that a psychological reaction was a residual major obstacle for her. The main challenges were severe anxiety, depression, and strong impulses for avoidance and retreat. She had poor competitive focus, limited capacity for maintaining concentration, and she fatigued easily. Her depressed state meant that she would easily lose her emotional composure, becoming tearful and needing to retreat from people. At that point in time she could not have commanded attention as a leader of a group of staff nor adequately problem-solve work issues....*

Such psychological reactions frequently occur after an episode for critical care treatment. The phenomenon is categorised as post-intensive care syndrome, in which anxiety and depression are main features. (Miss T's) plans for returning to her previous job was an appropriate longer term aim but not a realistic proposition at that time, nor until she had undertaken appropriate treatment. That assessment in our follow up clinic led to (Miss T) being referred for our rehabilitation course ...it helped her to a far better level of psychological recovery. She restored her sense of capability and self-confidence and she successfully resumed work.

- In the light of the medical evidence before me, I'm not persuaded that Miss T could have performed the material and substantial duties of her role any sooner than she did. I'm satisfied that the decline of her claim caused Miss T distress and embarrassment. She has needed to call on family to assist financially and was put in a position where she needed to explain to her employer that notwithstanding MetLife's view, she was not able to return to work. I find that compensation is due for the distress caused. In all the circumstances I find that £200 is merited.*

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 invited both parties to provide any further comments or evidence for me to consider. Both parties agreed with my provisional decision. MetLife agreed in principle, and I understand is

in the process of requesting information in order to calculate the benefit due to Miss T.

As there were no further representations or evidence, I'm not persuaded to change my provisional findings which I adopt here.

My final decision

My final decision is that I uphold this complaint and require MetLife Europe d.a.c. to:

- Admit Miss T's income protection claim from the end of the deferred period until her return to work.
- Add 8% simple interest per annum to each benefit payment from the date each payment should have been made until settlement.
- Pay Miss T £200 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 7 January 2025.

Lindsey Woloski
Ombudsman