

## **The complaint**

Miss S complains that The Prudential Assurance Company Limited ('Prudential') turned down her income protection claim.

## **What happened**

Miss S holds a PruProtect Plan underwritten by Prudential. The policy includes income protection cover, Serious Illness cover, and life cover. The aim of the income protection cover is to pay a monthly income if Miss S can't work due to illness or injury, and it has a 12-month deferred period.

In March 2023, Miss S stopped work. She contacted Prudential in March 2024 to make an income protection claim, and to enquire about making a Serious Illness claim.

Prudential sent Miss S the claim forms, though she didn't receive these as they were sent to the wrong email address. Although Prudential also posted the forms, it didn't include a house number on the covering letter. After Miss S chased Prudential about this, the forms were sent to her correct email address. Miss S returned the completed forms to Prudential on 28 March 2024.

After Prudential asked Miss S for more information to assess her claim, she complained about its handling of her claim. She said she'd already sent Prudential the information it was requesting. She also questioned why Prudential wanted a treating specialist's report.

Prudential issued a final response on 18 April 2024. It accepted there had been errors which had caused a delay in Miss S receiving the claim forms. Prudential said it had requested more information from Miss S as it hadn't picked up that Miss S had sent the information to it through multiple emails. Prudential told Miss S that it had received the medical information, and a Serious Illness claim wouldn't be possible. That was because two of her conditions weren't covered under this section of the policy, and she was still receiving treatment for two other conditions. So, it said she didn't need the treating specialist report to be completed but confirmed it would continue dealing with her income protection claim. Prudential offered Miss S £100 compensation for its errors in dealing with her claim.

Miss S asked Prudential to review the basis of her Serious Illness claim.

Prudential asked Miss S for her signed access to medical reports form, and Miss S confirmed she'd sent this on 28 March 2024.

Miss S complained to Prudential again. She explained she was still unhappy with the customer service she'd received since making her claim. She said she'd asked Prudential in March 2024 if she qualified for total permanent disability cover under the Serious Illness section of cover and still hadn't received a response.

On 3 July 2024, Prudential issued its claims decisions and turned down both claims. With regards to the income protection claim, Prudential thought work-related stress had led to Miss S stopping work and it didn't think she was prevented from carrying out the duties of her generic occupation. With regards to the Serious Illness claim, Prudential said the policy excluded one of her conditions.

Miss S appealed against Prudential's decision to turn down her income protection claim. She disagreed with its view that work-related stress had led to her stopping work. She also said she hadn't made a claim for Serious Illness and had only enquired about whether she could submit a claim for total permanent disability cover.

Prudential issued a further final response letter on 17 July 2024. It referred back to its response of 18 April 2024 which addressed the customer service issues up to that date. Prudential acknowledged that Miss S had sent it her signed access to medical reports form on 28 March 2024, and that it had therefore caused a delay here as it didn't request the relevant information from her GP until May 2024. Prudential increased its compensation offer from £100 to £250 to recognise the errors it had made. Prudential confirmed its decisions to decline Miss S's claims remained unchanged.

Unhappy with Prudential's response, Miss S brought a complaint to this service.

Our investigator looked into Miss S's concerns but didn't recommend her complaint be upheld. He thought Prudential's income protection claim decision had been reasonable, based on the available medical evidence. He also thought Prudential's compensation offer of £250 for its handling of Miss S's claim was fair.

Miss S didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

In doing so, I've taken into account industry rules set out by the regulator (the Financial Conduct Authority).

I've only included a brief summary above of what has happened. Miss S has provided detailed submissions to this service and whilst I've taken these into account, I don't intend to address each point made. That isn't meant as a discourtesy, it merely reflects the informal nature of this service.

### Claim

Miss S hasn't complained about Prudential's Serious Illness claim decision, and therefore I've only considered its decision to turn down her income protection claim.

The policy explains that for an income protection claim to be payable, Miss S would need to show that her incapacity meets the below definition:

*'...illness or injury makes you unable to perform the material and substantial duties of your own occupation. These are the duties that are normally needed to do your own occupation and that cannot reasonably be omitted or modified by you or your employer...'*

'Own occupation' is defined in the policy as '*The full-time occupation you had immediately before the start of the illness or injury (or incapacity for the purposes of Income Protection Cover).*'

For the claim to be paid, Miss S would need to show that her incapacity lasted throughout the 12-month deferred period. In other words, between March 2023 to March 2024.

I've looked carefully at Miss S's medical history, both during the deferred period and leading up to the date she stopped work in March 2023.

It's clear that Miss S has a complex medical history, with a number of conditions. Both parties are aware of this, so I don't intend to list her conditions here. The majority of her conditions are long-standing.

Miss S was diagnosed with fibromyalgia in 2017, and she's explained that stress causes flare ups of this condition. I note that she was off work in 2021 and the start of 2022 as she had work-related stress which was impacting her fibromyalgia symptoms. However, Miss S was then able to return to work, and I understand she worked from home.

In January 2023, Miss S's GP said she had fibromyalgia, gynaecological symptoms and continence symptoms, but would be fit to work with employer adjustments (working from home).

Miss S saw her GP in March 2023. She explained she was experiencing stress at work (her employer wasn't happy with her working at home), and that this had caused her fibromyalgia symptoms, amongst others, to flare. Her GP issued her with a Med3 certificate and signed her off work.

Over the remainder of the deferred period, Miss S got in touch with her GP when she needed further Med3 certificates. In July 2023, she explained that she was experiencing work-related stress, and that this was causing a flare up of her fibromyalgia. In August 2023, she said she had a work-related disciplinary meeting and wasn't coping well, and that her work-related stress and anxiety was causing a flare up of her fibromyalgia symptoms. Miss S saw her GP in October 2023 to discuss a bone density scan, and she was given a further Med3 certificate as she reported a lot of stress at work.

Then in January 2024, Miss S explained that she had a complex grievance and sickness absence situation at work which was causing her work-related stress and anxiety, and that this was causing a flare up of her fibromyalgia symptoms, as well as IBS and tinnitus. This was also the case in February and March 2024, where Miss S said her complex grievance and sickness absence situation was progressing slowly, and that the stress of it all was causing a flare up of her symptoms.

It's clear from Miss S's correspondence with her GP that she thought her symptom flare ups throughout the deferred period were caused by the work-related stress she was experiencing. Miss S says this was the absence process she was going through with her employer, and this wasn't the reason that she stopped work. She says she tried to stay in work with reasonable adjustments, but her health deteriorated, and it got to the point where she could no longer work.

As I've mentioned, the majority of Miss S's medical conditions were long-standing. According to her medical records, there doesn't appear to be any significant deterioration in her symptoms before she stopped work, but in March 2023, her employer told her she needed to return to working in the office. It seems this was the catalyst to the flare up of her symptoms, and unfortunately workplace issues that were causing her stress (including a disciplinary procedure) continued throughout the deferred period.

Prudential has explained that the incapacity definition isn't restricted to Miss S's role with her current employer. Prudential is of the view that if it hadn't been for the work-related stress at her particular employer exacerbating the symptoms of her medical conditions, then Miss S would have been able to do the material and substantial duties of her role. Given that the evidence seems to support that it was Miss S's workplace dispute that triggered her symptoms (and that she continued to have work-related stress throughout the whole deferred period), I don't think that was an unreasonable position for Prudential to take.

Miss S says she didn't have the physical, mental or cognitive ability to be able to work at all during the deferred period. There are GP certificates which say that Miss S was unfit to work during the deferred period, but that doesn't necessarily mean that Miss S meets the policy definition of incapacity. The majority of those certificates were issued without the GP seeing Miss S. Whilst Miss S had reported experiencing a flare up of her fibromyalgia symptoms as well as symptoms of her other conditions, there's a lack of detail in her medical records about those flare ups and how these affected her, and specifically her ability to work.

Therefore, even if I were to put aside the work-related stress that Miss S was experiencing, there's insufficient medical evidence throughout the deferred period which supports that Miss S's medical conditions prevented her from working.

I understand that after the deferred period ended, Miss S was assessed and granted employment and support allowance (ESA). Though as Prudential has said, ESA has different criteria to the policy requirements for a claim to be paid.

So, whilst I understand Miss S will be disappointed with my decision, I think Prudential's decision to turn down her claim was reasonable.

### Other issues

Miss S says she didn't want to make a Serious Illness claim, and only enquired about whether she could make a claim for total permanent disability. I see that the Serious Illness section of cover under the policy includes total permanent disability cover.

I haven't been provided with Miss S's initial call with Prudential, so I don't know what was discussed at this time. Though I note that after Prudential initially advised Miss S her Serious Illness claim wasn't covered, she asked Prudential to review the claim again. So, it seems that she did want Prudential to consider a claim under this section of cover. I therefore don't find that Prudential did anything wrong here.

However, as set out in the complaint section of this decision, it's apparent that Prudential's handling of Miss S's claims was poor. There were errors made by Prudential that led to some delays with the income protection claim being progressed, and Miss S was also caused unnecessary confusion at this time. Prudential recognised this and offered Miss S £250 compensation. Taking everything into account, I think this amount is reasonable and recognises the impact that Prudential's errors caused Miss S.

**My final decision**

The Prudential Assurance Company Limited has already made an offer to pay £250 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Prudential should pay Miss S £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 12 June 2025.

Chantelle Hurn-Ryan  
**Ombudsman**