

The complaint

Ms T complains that Exeter Friendly Society Limited trading as The Exeter didn't accept a claim she made on her income protection policy.

What happened

Ms T had experienced symptoms of perimenopause for a number of years which required treatment from her GP and a specialist. The symptoms impacted on her ability to work, and she became absent from work in October 2023. In late December 2023 Ms T experienced a seizure and was referred for further tests. Shortly afterwards, in January 2024, Ms T's employment ended by mutual agreement.

Once the deferred period had ended Ms T submitted a claim on her income protection policy. The Exeter declined the claim as they didn't think there was sufficient medical evidence to demonstrate that Ms T met the policy requirements to make a successful claim.

Ms T was unhappy that The Exeter didn't accept the claim initially, based on the evidence that she had presented which included medical evidence, information from her employer and information from an occupational health assessment. In their final response letter, The Exeter maintained their decision was fair.

Later that year Ms T was diagnosed with a brain tumour. The Exeter subsequently accepted the claim following this diagnosis. They made backdated payments, reflecting the settlement that Ms T had received from her former employer. However, Ms T explained that she was left substantially out of pocket because the claim hadn't been accepted initially.

Our investigator looked into what happened and didn't uphold the complaint. He thought that The Exeter had fairly declined the claim initially and they'd reasonably accepted it on receipt of further medical evidence. So, he didn't think they needed to do anything to put things right.

Ms T didn't agree and asked an ombudsman to review her complaint. She reiterated that she was too unwell to work and explained that she didn't think that The Exeter were taking seriously the impact of perimenopause. So, the complaint was referred to me to decide.

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 want to acknowledge at the outset that I have a lot of empathy with the circumstances Ms T has described. She's clearly had a very difficult time, both in terms of her health and the other personal circumstances she's described.

I don't doubt that the impact of selling her home and the circumstances in which she had to move were incredibly traumatic and stressful. All of this was at a time when she was feeling unwell and dealing with significant financial challenges connected to the administration of an

estate following a very difficult bereavement.

However, whilst I have every empathy with the circumstances Ms T described, I'm not upholding this complaint. I'll explain why.

The policy terms and conditions

The starting point is the policy terms and conditions. The policy covers Ms T if she is totally unable to work due to illness or injury.

The policy terms define illness or injury as:

Any illness or injury which results in you being totally unable to work in your own occupation for a period of time...

Occupation is defined as:

This is every trade, profession or type of work that you undertake, it is not a specific occupation with any particular employer. We will always assess a claim based on your occupation at the point you suffered an illness or injury.

Did The Exeter unfairly decline the claim?

The relevant rules and industry guidelines say that The Exeter have a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably. It's for Ms T to demonstrate that she has a valid claim under the policy, not for The Exeter to show she doesn't.

I'm persuaded, on balance, that The Exeter did reasonably decline Ms T's claim. I say that because:

- When Ms T was signed off work by her GP the medical certificates indicated that she was experiencing workplace stress. Workplace stress isn't, based on NHS guidance, an illness. Classifying Ms T's symptoms as related to workplace stress also indicates that it's most likely a person could carry out the same role, but for another employer. As I've outlined above, that isn't something that's covered under the policy.
- In any event, I also think The Exeter did make reasonable enquiries about Ms T's medical history. I appreciate that Ms T feels they should have done more to obtain other medical evidence. However, as I've outlined above, it's for Ms T to demonstrate that she had a valid claim and present the evidence that supports it. That includes any additional medical evidence.
- The available medical evidence said that Ms T had experienced symptoms over a period of many years. I think it was reasonable for The Exeter to conclude, at the point the claim was declined and when they issued their final response letter, that there wasn't compelling medical evidence which demonstrated there had been a significant change or deterioration that had caused Ms T to stop working.
- The available medical evidence also suggested Ms T's symptoms got worse at certain points in the treatment cycle. And it didn't explain clearly or persuasively explain what aspects of Ms T's role she couldn't do which meant that she was totally unable to work.
- The occupational health report said Ms T was fit to work with adjustments.

Unfortunately, Ms T's employer couldn't accommodate them. But, again, that's not something that's covered by the policy as the policy covered Ms T's occupation, rather than her job with that specific employer. Furthermore, the occupational health report said Ms T was back at work completing reduced hours and not undertaking customer focused roles. So, I think The Exeter reasonably concluded the policy definition in relation to illness or injury also wasn't fully met, as Ms T wasn't totally unable to work at the relevant time.

- I appreciate that Ms T feels the above interpretation of the available evidence in no way reflects the overall context of her health. And I understand what she's said about having to work in a way that was unsustainable just to cover the basics. However, I don't think that was fully or clearly reflected in the available medical evidence presented to The Exeter during the claim. So, I don't think they acted unreasonably in all the circumstances.
- I've considered whether The Exeter responded to there being a 'label' for some of the symptoms she had experienced once there was a diagnosis. But I think this evidence provided a different lens to Ms T's condition and what she had been experiencing. I don't think this was intended to be dismissive of the previous diagnosis or treatment. Rather, I think it's more likely that The Exeter took a pragmatic view of Ms T's circumstances considering this further evidence and bearing in mind the nature of the diagnosis. So, this doesn't persuade me that The Exeter were unreasonable to decline the claim initially, bearing in mind all the circumstances I've outlined above.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 5 June 2025.

Anna Wilshaw
Ombudsman