

The complaint

Mr M complains that Zurich Assurance Ltd unfairly maintained the decline of his income protection claim despite him providing additional medical evidence.

What happened

Both sides are familiar with the background of this complaint, so I have only set out what happened in brief.

Mr M had access to a group income protection policy through his employer. It was underwritten by Zurich and designed to pay a benefit after a deferred period of 26 weeks if a member was unable to work because of incapacity.

Zurich previously declined a claim for Mr M because it didn't think he'd demonstrated incapacity. Mr M complained about that at the time and subsequently referred that complaint to this service where we found Zurich's position reasonable.

Following that, Mr M went on to provide further medical evidence which he felt demonstrated his incapacity. But Zurich maintained its decline, so Mr M complained again and referred that complaint to this service too.

Our investigator didn't think it was unreasonable of Zurich to find that the further evidence hadn't demonstrated incapacity. They said it showed that Mr L had a syndrome rather than an illness as required by the policy, and Zurich's chief medical officer (CMO) felt Mr M's symptoms had arisen from stress in the workplace.

They also said there was no evidence to show how Mr M was prevented from performing the material and substantial duties of his work. And the medical evidence itself noted symptoms had been brought on by stresses at work. So, they didn't recommend that his complaint be upheld.

Mr M asked for an ombudsman to review matters, so I now need to reach 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.

Before I set out my findings, I want to explain this decision will only address Mr M's current complaint. It will not reconsider matters that have already been addressed by this service. I will also highlight that this decision will not comment on every submission made. It will instead focus on those matters I consider central to the outcome of this complaint.

Mr M will appreciate that my role here isn't to determine whether he was incapacitated or not. It is to decide whether it was reasonable of Zurich to find that he wasn't, and although I am very sorry to disappoint, based on the medical evidence in this complaint I think it was.

- Zurich had a responsibility to consider this claim both promptly and fairly and to not

reject it unreasonably. The cover available to Mr M was explained in the group policy's terms and conditions and set out:

- 'Incapacity' or 'Incapacitated' meant, "*...an illness or injury that causes the Member to be unable to work and is applicable under this policy.*"
- The 'standard' definition of incapacity applied to Mr M which was, "*The member cannot perform the Material and Substantial Duties of their employment and they are not doing any paid work.*"
- 'Material' and 'Substantial' duties were defined as, "*...the duties that are the essential activities for which a Member is employed that take up a significant proportion of their time. They are also activities that you or the member cannot reasonably change or stop.*"

It wouldn't be enough therefore for Mr M to show that he was unwell. He would need to show through medical evidence that an illness or injury prevented him from performing the material and substantial duties of his employment.

- Zurich doesn't think the most recent evidence demonstrates that. Its CMO has also said Mr M was not diagnosed with an organic disease, the diagnostic label applied by his treating consultant was that of a disorder label, and the presenting symptoms were a manifestation of stress.

I have thought carefully about that position and can see that Mr M's consultant gastroenterologist noted him having an illness. But I can also see they'd explained that "*all his investigations are normal he does not have a disease as such, he has a collection of symptoms which can more accurately be described as a syndrome*".

So, given the normal results and the description of Mr M having a collection of symptoms that constituted a symptom I don't think it was unreasonable of Zurich to find that Mr M did not have an illness that rendered him unable to perform the material and substantial duties of his employment.

- However, even if I had found it unreasonable of Zurich to reach the conclusion it did on the illness point, I still wouldn't have found its decline unreasonable.

The medical evidence Mr M gave Zurich noted his symptoms being brought on by stress at work continued to be the case. And although it did explain those symptoms caused significant distress and inconvenience, there was limited detail about the actual impact of them on Mr M's ability to perform the material and substantial duties of his employment. Much of that detail appeared to come from what Mr M had self-reported too.

So, I don't think it was unreasonable of Zurich to find that Mr M hadn't satisfied the relevant policy terms here either.

- I am sorry to learn about Mr M's situation and appreciate this decision will likely cause him further disappointment. But I am satisfied Zurich reached a reasonable position based on the evidence made available to it and declined Mr M's claim in line with the relevant policy terms. As such I will not be interfering with its position on this occasion.

My final decision

My final decision is that I do not uphold this complaint against Zurich Assurance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 October 2025.

Jade Alexander
Ombudsman