

The complaint

Mr H complains that Assicurazioni Generali S.p.A has turned down an incapacity claim he made on a group income protection insurance policy.

What happened

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the key events.

Mr H is insured under his employer's group income protection insurance policy. The policy provides cover if Mr H is incapacitated from carrying out the material and substantial duties of his own occupation because of an illness or injury. The policy deferred period is 26 weeks.

Sadly, in late November 2023, Mr H was signed off from work because he'd become very stressed and anxious due to a serious family situation and a close family member's very serious ill-health. Mr H's GP signed off him with 'stress at home'. As he remained unfit for work due to the ongoing and distressing nature of the serious family situation, Mr H made a claim on the income protection insurance policy.

Generali requested medical evidence to allow it to assess the claim. It calculated that Mr H's deferred period would end in mid-June 2024 and so it determined that Mr H needed to show he'd been incapacitated due to an illness for the whole of the deferred period. Having considered the medical evidence, it didn't think there was enough to show that Mr H had been suffering from an illness. Instead, it considered he was suffering from a stress reaction due to his serious family situation and his family member's serious ill-health. So it didn't think Mr H had met the policy definition of incapacity throughout the entire deferred period and it turned down his claim.

Mr H was very unhappy with Generali's decision and he asked us to look into his complaint. Following the investigator's initial assessment of his complaint, he subsequently sent both us and Generali a further letter from his GP in support of his claim. However, on review, Generali maintained its position. It added that the letter had been provided some time after the deferred period had ended and that it had therefore placed more evidential weight on the medical evidence from the deferred period.

Ultimately, our investigator didn't think Generali had treated Mr H unfairly. While she empathised with his situation, she didn't think it had been unreasonable for Generali to take the view that Mr H hadn't shown he met the policy definition of incapacity throughout the deferred period. So she didn't think it had been unfair for Generali to turn down Mr H's claim.

Mr H disagreed. In brief, he felt Generali's handling of his claim was appalling. He didn't agree that he hadn't met the policy definition of incapacity – the issue was that Generali didn't think the evidence he'd provided was sufficient. He said the medical evidence from the time couldn't be retrospectively amended. He felt it had moved the goalposts in terms of the types of evidence it required. And he considered its burden of proof was ludicrous, as it had dismissed the opinions of medical professionals and his own testimony.

The complaint's been passed 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.

Having done so, whilst I'm very sorry to disappoint Mr H, I don't think it was unfair for Generali to turn down his claim and I'll explain why.

First, I'd like to say how sorry I was to hear about Mr H's close family member's very serious illness and the very difficult family situation he and his family have experienced. It's clear this has been a very worrying, difficult and upsetting time for Mr H and for his family and I do hope his family member's health has improved.

I'd also like to reassure Mr H that while I've summarised the background to his complaint and his detailed submissions to us, I've carefully considered all he's said and sent us. Within this decision though, I haven't commented on each and every point he's made and nor do our rules require me to. Instead, I've focused on what I consider to be the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available medical evidence, to decide whether I think Generali handled Mr H's claim fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr H's employer and Generali. Mr H made an incapacity claim on the policy, so I think it was reasonable and appropriate for Generali to consider whether his claim met the contractual definition of incapacity. This says incapacity means that:

'As a result of illness or injury, the Member is incapable of performing the Material and Substantial duties of their occupation, and they are not carrying out any other Work or occupation.'

This means that in order for Generali to pay incapacity benefit, it must be satisfied that Mr H had an illness or injury which prevented him from carrying out the material and substantial duties of his own occupation, for the entire deferred period and afterwards.

It's a general principle of insurance that it's for a policyholder to show they have a valid claim on their policy. This means it was Mr H's responsibility to provide Generali with enough evidence to demonstrate that he had an illness which had led to him being unable to carry out the material and substantial duties of his own occupation for the full 26-week deferred period and afterwards.

Generali assessed the evidence Mr H provided in support of his claim. While I think it sympathised with Mr H's position, it concluded that he wasn't suffering from a defined illness which prevented him from carrying out his role. Instead, it felt that Mr H was suffering

with a stress reaction to his circumstances. So I've next looked at the available medical and other evidence – including Mr H's detailed testimony - to decide whether I think this was a fair conclusion for Generali to draw.

I've looked at the claim form Mr H completed at the outset. He described the nature of the illness that was preventing him from work. He set out the very serious family situation he

was facing and his relative's ill-health. In brief, he said that he'd been experiencing severe anxiety, increased irritability, loss of focus and difficulty sleeping. He also referred to the impact the stress had had on an existing, chronic medical condition. And he said that the recovery of his very close relative would assist him in returning to work.

Next, I've looked closely at Mr H's GP records from the time of claim – and in particular, during the deferred period. The GP notes show that during the deferred period, Mr H had a number of consultations with GPs. While I haven't set out the GP notes in detail, it's clear that Mr H was suffering from a great deal of anxiety as a result of the serious family situation and that the stress had caused a flare-up of his chronic condition. Mr H was prescribed medication and he was also referred for counselling. The GP notes refer to Mr H *'having a huge amount of stress to go through', 'really high levels of anxiety and not wanting time away from (family)' and 'ongoing major stress'*. The GP issued Mr H with fit notes which stated that he wasn't fit for work due to *'stress at home'*.

In July 2024, as part of Mr H's appeal, his GP provided further evidence. This stated, amongst other things:

'(Mr H was) signed off due to severe impact on his own mental health...We have spoken on several occasions about the severe impact of (Mr H's) circumstances and how they take a significant mental strain...he is not currently fit for any work due to the severe mental strain he is under.'

Mr H was also reviewed by occupational health (OH). Again, I haven't set the OH doctor's findings in detail here but they set out the very difficult situation Mr H and his family were facing at the time. It's clear Mr H discussed his situation with the OH doctor in depth. In December 2023, the OH doctor concluded:

'(Mr H's) mental health has deteriorated over the last few weeks because of a personal stressor...His mental health is particularly vulnerable at the moment and in my opinion he is not fit to work.'

In January 2024, the OH doctor noted:

'(Mr H) reports that his psychological symptoms haven't really changed since we last met. His mood is low, and he has high levels of anxiety. His sleep is still disturbed, and he finds that he is easily fatigued. This results in an increased level of irritability and reduced concentration and focus....'

He reports that as a result of the stress, his (long-term condition) symptoms have flared up. He has seen his GP for this and has been started on some medication.'

And in February 2024, the OH doctor said:

'(Mr H) is now starting to get more physical symptoms relating to his underlying medical conditions...These are likely to have been exacerbated by the stress that he has been under.'

I've also seen evidence from the counselling service who'd supported Mr H. It said:

'Mr H presented with severely elevated levels of anxiety and stress. At that time the CORE 10 outcome measure assessed him to be experiencing Severe emotional distress...'

(Mr H's) most recent CORE Outcome Measure score assesses him to be in the moderate – severe range of emotional distress...

(Mr H) presents with high levels of anxiety and stress. He reports this manifests across multiple dimensions including insomnia, catastrophic and intrusive thoughts which impact significantly on his day to day life.'

The medical team and wider medical team treating Mr H's close family member and providing support to Mr H and his family also provided evidence which detailed the family's situation and the impact of this on Mr H's mental health.

Subsequently, after the investigator issued her first assessment, Mr H's GP provided a further letter in support of his claim, dated May 2025. As I've explained, Generali considered and commented on this evidence, so I think I can reasonably take this evidence into account as part of this complaint. I've summarised what I believe to be the key points:

'Mr H has had a prolonged absence from work that was medically necessitated by his mental health symptoms. (In late) November 2023, Mr H made contact with our surgery (following the diagnosis of a serious health problem of his close family member). Mr H's symptoms at this time included anxiety, insomnia (and a symptom of his chronic condition) ...

I have spoken to Mr H multiple times over the telephone (during the serious family situation) and it is my medical opinion that he was suffering from a significant anxiety disorder precipitated by the severe and unusual prolonged stress in his family life. It would not have been right or safe for him to have been at work.

Although the precipitant of his symptoms was severe and unusual stress, it's my medical view that his symptoms clearly reached the diagnostic threshold for anxiety disorder at this time and that his time away from work was not only medically justified, but essential.'

I've thought very carefully about all of the evidence that's been provided. It's important I make it clear that I'm not a medical expert. It isn't my role to interpret medical evidence to make a clinical finding and it would be inappropriate for me to do so. Instead, when deciding whether I think Generali handled this claim fairly, I must consider the evidence provided by both medical professionals and others to decide which evidence I find most persuasive.

It's clear that Mr H was suffering from symptoms which can also be indicative of a significant mental health condition. I'm conscious that Mr H was prescribed medication and that he's had counselling.

But, taking into account the totality of the medical evidence available to Generali, I don't think it was unreasonable for it to conclude that the evidence showed that Mr H was suffering from an understandable reaction to the very difficult situation in which he found himself. And that the main reason for Mr H's absence was likely the serious family situation he was experiencing as opposed to a defined mental health condition. I say that because the medical evidence from the deferred period makes repeated reference to Mr H's stress and emotional distress and the cause of that stress being the difficult situation he was going through. No formal diagnosis with a defined mental illness was given at that time. Nor does the medical evidence indicate that Mr H was unfit for work because of a flare-up of his long-term condition. The fit notes, based on Mr H's reporting of his symptoms say that he was unfit for work due to stress at home. There's also no evidence from the time which indicates how or why Mr H's symptoms would functionally or significantly impair him from carrying out the duties of his own occupation. And by his own account, Mr H didn't think he'd be fit to return to work until his close relative had recovered.

So I don't think it was unfair for Generali to conclude that this evidence points towards the cause of Mr H's symptoms being the severe stress he was under. Or that he was suffering from an understandable reaction to his personal circumstances rather than a functionally

impairing mental illness which prevented him from carrying out the material and substantial duties of his insured role. I'd add that I think Generali's clearly demonstrated that it did carefully consider all of the medical evidence it had available, as well as Mr H's testimony, when it considered his claim. I haven't seen evidence that it dismissed the opinions of medical professionals – I think it's shown that it took relevant medical and other evidence into account and reached its decision based on an overall review of that evidence.

I appreciate Mr H's GP has now provided evidence which states that they believe Mr H met the diagnostic threshold for a significant anxiety disorder. I've considered this carefully. However, this evidence is dated almost a year after the deferred period ended. And the medical notes from the time don't indicate that Mr H was given a diagnosis of anxiety disorder between December 2023 and June 2024 – instead, the consistent diagnosis given on his fit notes was 'stress at home'. Nor does the new evidence explain how - even if Mr H had been diagnosed with a defined mental illness - it would have prevented him from performing his job. In any event though, on the specific facts of this complaint, I think it's fair and reasonable for Generali to have placed more evidential weight on the contemporaneous medical evidence and GP records from the deferred period when it assessed this claim.

This means I don't find Generali acted unfairly when it decided that Mr H wasn't suffering from a significant mental health condition, during the deferred period, which prevented him from carrying out the material and substantial duties of his occupation.

On this basis then, I don't think it was unfair for Generali to conclude that Mr H's absence wasn't due to an incapacity in line with the policy definition.

I'd like to reassure Mr H that I'm not suggesting that he was fit for work. I appreciate he was medically signed off. And I understand he's been through a very difficult time. But I need to decide whether I think he's shown he met the policy definition of incapacity for the whole of the 26-week deferred period. As I've explained, I don't think he has.

Overall, despite my natural sympathy for Mr H's position and while I'm very sorry to cause him further upset, I don't think it was unfair or unreasonable for Generali to turn down his income protection claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 September 2025.

Lisa Barham
Ombudsman