

## **The complaint**

Mr F is unhappy Zurich Assurance Ltd declined a claim on his income protection policy.

## **What happened**

Mr F had a group income protection policy underwritten by Zurich Assurance Ltd (Zurich) with a deferred period of 26 weeks.

In July 2023 he became absent from work following some work related stressors and a medical condition in one of his eyes.

He made a claim on his policy which Zurich declined because they said the medical evidence wasn't enough to show he met the definition of incapacity.

Unhappy with this, Mr F referred the matter to our service. Our investigator looked at what had happened and said she thought Zurich had fairly declined the claim based on the medical evidence available to them.

Mr F disagreed. He provided additional evidence and detailed submissions to support why he is unable to work. In summary he highlighted:

- Zurich gave too much weight to their own appointed experts and not fair consideration to the evidence from his own treating specialists who have first hand knowledge of his condition
- The combined effect of both his physical and psychological conditions were not considered together
- His ability to drive doesn't mean he can perform the duties of his computer based role
- His employer has never disputed his inability to work due to illness
- He received a Personal Independence Payment (PIP)
- He has provided uninterrupted GP fit notes covering his whole absence from 2023 through to the present day, and he is still experiencing the symptoms of his medical condition

The case has now been passed to me to make 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.

I want to assure all parties that I've carefully considered all the information available on this case, and focused on what I think is relevant. I've summarised the complaint and my findings, in less detail than has been provided to reflect the informal nature of our service as an alternative to the courts.

I've looked at all the medical evidence together and, in the round, to decide if Mr F met the definition of incapacity during the relevant period. This includes thinking about the combined symptoms of both his physical and psychological conditions together.

Mr F's policy terms and conditions state:

*The policy provides insurance that pays you a regular Income Benefit if a Member:*

- *has an Incapacity for longer than the Deferred Period, and*
- *suffers a loss of earned income...*

The terms define incapacity as:

*"An illness or injury that causes the Member to be unable to work ... The Incapacity definition that applies is in your policy schedule."*

The policy schedule sets out the 'standard' definition of incapacity, which is:

*"The Member cannot perform the Material and Substantial Duties of their employment and they are not doing any paid work."*

Material and Substantial Duties are 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.'*

The policy terms are clear that benefit is only payable if Mr F meets the definition of incapacity over his deferred period and beyond. The deferred period under his policy ran from July 2023 up until January 2024 so it was reasonable for Zurich to focus on the evidence over this date range and what it says about Mr F's ability to carry out his duties during this time.

The evidence shows Mr F suffered from sickle cell retinopathy and recurring vitreous haemorrhage from July 2023 onwards. I'm sorry to learn he was also experiencing work place issues that continued to escalate and cause him stress and anxiety at an already difficult time.

Mr F says Zurich hasn't taken account of the opinions of his treating specialists. But I don't think that's the case. I've given careful consideration to all the evidence from Mr F's treating team throughout the relevant period. In particular the reports from his consultant retinal surgeon Dr B.

In November 2023 Dr B said Mr F reported overall improvement naturally in his eye condition. This is supported by Dr K in December 2023 who also reports that the problem in the left eye is resolving, and Mr F's vision has been gradually improving. So I don't think it was unreasonable for Zurich to conclude Mr F's condition had steadily improved between the deferred period (July 2023 to January 2024). And, given his right eye was healthy, they didn't conclude Mr F was unable to work in his role because of his illness.

In January 2024 Dr B provided a report to Zurich where he said Mr F wouldn't be able to carry out tasks in his role. However, he didn't provide any further detail to support this position or explain why Mr F's eye condition prevented him from working. I'm also mindful that in the same document Zurich asked Dr B to provide full details of Mr F's symptoms - including their severity and duration. Dr B said Mr F was suffering from an impairment of the sight of his left eye which was of *"moderate severity, with some gradual partial improvement to the present date"*. So I don't find this report to be persuasive evidence to demonstrate Mr F met the definition of incapacity.

Following Mr F's appeal Zurich arranged for a further independent medical review of both his eye and mental health condition. The independent consultant ophthalmologist Dr S concluded Mr F's vision was impaired to the extent that it was preventing him from performing his duties. And the Independent Medical Examination by consultant psychiatrist, Dr F concluded the main barrier to Mr F's return to work was work place issues that were now at tribunal stage.

I think it was fair for Zurich to apply the weight it has to the independent report from consultant ophthalmologist Dr S. I appreciate Mr F's point that Dr S only conducted a desk top review, but I can see he conducted a thorough review of all the relevant medical evidence up to February 2024. His report goes into great detail about Mr F's specific condition and how his symptoms would impact activities such as using the computer. He explained:

*"I would not expect the condition to have prevented him working on a computer at any stage from an ophthalmic point of view as he always had the clear vision of the right eye to rely*

*.....For the avoidance of doubt a patient with 6/6 vision in one eye and 6/12 to 6/36 vision in the other eye is not considered sight impaired or disabled....*

*The symptoms would not have affected 2 dimensional visual activities such as using a computer screen. The floaters in the left eye would have been irritating or annoying at times when he had the vitreous haemorrhage but he would have been able to rely on the clear vision of the right eye."*

So I think it was reasonable for Zurich to rely so heavily on this detailed report about Mr F's role and the conclusion that his eye condition wasn't preventing him from carrying out his computer based role. Dr S has specialist knowledge about the illness being claimed for and I find his evidence the most persuasive here.

I considered Mr F's Occupational Health reports, all of which support he was unfit for work, due to visual impairment exacerbated by stress, and needing to limit screentime. However, as they also reference his inability to work whilst his workplace issues remain unresolved, I don't think they are enough to show Mr F was unable to work due solely to his illness.

Mr F has also highlighted his psychological assessment scores from 26 February 2024 and 3 June 2024. I agree the results show a significant decrease in his mental health, but no evidence of this level of impairment was present during the deferred period which is what the policy terms say Mr F needs to evidence. I'm also mindful this evidence of mental health impairment spans a 14 week periods, so wouldn't be long enough to satisfy the 26 week deferred period, even if Zurich moved it to a later date.

It's also important to note that although there is the presence of a mental health condition, as above, I don't think Zurich could reasonably ignore the involvement of his work-place stressors influencing this condition. And an absence due to work place problems isn't something that is covered by Mr F's policy.

## **Summary**

I don't dispute that Mr F has been unwell since 2023 and is still unrecovered. I acknowledge he received a Personal Independence Payment (PIP) in December 2024, and that his employer, occupational health provider and GP support that he's been too poorly to work. But that doesn't mean his claim should be covered. The test I must apply is if Mr F met the

policy definition of incapacity throughout the deferred period that started in July 2023. And for the reasons I've already explained, I think Zurich was fair to conclude he didn't.

I appreciate Mr F's frustrations that Zurich relied on their own appointed medical expert's opinions over his treating medical team. I agree that his treating team would have first hand knowledge of his condition over a longer period of time. However, having reviewed the evidence available I don't think it was unreasonable for Zurich to give more weight to detailed report from Dr S for the reasons I've set out above.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

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

Georgina Gill  
**Ombudsman**