

## **The complaint**

Mr P complains The Original Holloway Friendly Society Limited (Holloway) has declined the claim he made under his income protection insurance policy.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr P held an income protection insurance policy provided by Holloway. In January 2025 Mr P was absent from work following a car accident and so he submitted a claim under his policy. Holloway Friendly asked Mr P for more medical information so it could assess his claim but Mr P didn't think this was reasonable and so raised a complaint.

On 28 February 2025 Holloway issued Mr P with a final response to his complaint. It said it needed to see more medical evidence to support his claim and it wouldn't be able to consider it without this.

Mr P said he was unhappy Holloway had said he hadn't lost income and on 15 March 2025 Holloway issued him with a further final response. It said it acknowledged Mr P's payslips showed unpaid sick pay, but his claim remained declined due to lack of medical evidence. Mr P referred his complaints to this Service.

Our Investigator looked into things. He said he thought it was reasonable for Holloway to ask for further medical evidence in line with the terms of Mr P's policy. And as this wasn't received he thought it was reasonable for it to decline Mr P's claim.

Mr P didn't agree with our Investigator. He said he had provided all documents Holloway required including payslips and sick notes. He also said Holloway had permission to request a medical report from his doctor but didn't do so.

As an agreement couldn't be reached the complaint has 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.

I want to acknowledge I've summarised Mr P's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr P and Holloway I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Holloway shouldn't unreasonably reject a claim.

The terms of Mr P's policy explain Holloway will provide benefit if Mr P meets the policy

definition of incapacity. The definition of incapacity is:

*'The total inability to perform all of the essential duties of your own occupation and that you are not following any other occupation for profit or reward.'*

Holloway has said whilst Mr P has provided medical certificates, this alone isn't validation of Mr P's total inability to perform the duties of his job and so it required further medical evidence. I've considered whether I think this is reasonable in the circumstances.

The onus is on Mr P to demonstrate, through medical evidence, that he meets the policy definition of incapacity. Mr P has provided medical certificates from his GP covering the period from 6 January 2025 until 19 January 2025. The condition noted is, *'Injuries from road traffic collision.'*

I don't think it was unreasonable for Holloway to conclude this wasn't sufficient to demonstrate Mr P had met the policy definition of incapacity. The medical certificates alone don't provide any detail about the injuries Mr P sustained, the severity of them, or how it impacted his ability to carry out his job role.

I can see Holloway asked Mr P for further information about his injuries but Mr P refused to provide this, explaining medical data is sensitive and is exclusively between him and his doctor.

I think the evidence Holloway asked for was reasonable and relevant to Mr P's claim. And I can see it has provided Mr P assurances that it is required to act in accordance with UK GDPR and the Data Protection Act 2018. It is ultimately Mr P's decision whether or not he wishes to provide additional medical evidence, however, I don't think it was unreasonable for Holloway to decline his claim in the absence of further medical evidence to demonstrate he met the policy definition of incapacity.

Mr P has said Holloway had permission to contact his doctor but didn't request any information from them. As explained, the onus is on Mr P to prove his claim. And given Mr P had made clear to Holloway that he felt his medical information was sensitive and between him and his doctor, I wouldn't expect Holloway to then request medical evidence from Mr P's doctor.

Taking everything into consideration I don't think Holloway has acted unreasonably when it declined Mr P's claim. I think the information it requested from Mr P was reasonable, and I think it has reasonably concluded that Mr P hasn't demonstrated he has met the policy definition of incapacity. I know this will be disappointing for Mr P, but for the reasons I've explained I don't uphold his complaint.

### **My final decision**

For the reasons I've outlined above, I don't uphold Mr P's complaint about The Original Holloway Friendly Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 January 2026.

Andrew Clarke  
**Ombudsman**