DRN-4353817

The complaint

Mr W has complained about the ongoing reviews of his income protection claim by Zurich Assurance Ltd.

What happened

The facts are well known to the parties, so I won't repeat them in detail here. In summary Zurich admitted Mr W's income protection claim under his employer's group insurance policy in 2020. Mr W found the annual reviews of his claim to be stressful. He felt that an annual review was too intrusive and that the reviews shouldn't be as frequent.

Our investigator didn't recommend that the complaint be upheld – she didn't find Zurich had done anything wrong. Mr W appealed. He felt that as Zurich had accepted an indefinite sick note this should suffice, as his illness is chronic and progressive.

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.

Firstly though I'm aware I've summarised the background to this complaint. No discourtesy is intended by this. Instead, I've focused on what I find is the key issue here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've fully reviewed the file and having done so I agree with the conclusion reached by our investigator for the following reasons:

- Mr W's employer's policy terms contain the following*: Incapacity or Incapacitated means an illness or injury that causes the Member to be unable to work and is applicable under this policy. The Incapacity definition that applies is in your policy schedule. The Member must be under the regular supervision and treatment of a Medical Practitioner. We can ask for medical evidence at regular intervals throughout a claim.* And: *To make sure the claim remains valid, we'll carry out periodic reviews. This will involve more phone discussions with you and the Member. We may also need to obtain more medical and other evidence.* I do understand Mr W's point that, to paraphrase, given his diagnosis, the review is unnecessary. But is not for this service to tell Zurich how to operate. This is a standard term in policies of this type, and I don't find that Zurich have erred in seeking to rely on it.

- It may be, as Mr W suggests, that reviews in his case are not the best use of Zurich's resources. But this is a matter for Zurich, and not one which this Service can interfere.

- Nevertheless I note that Zurich did agree to waive its usual processes. It accepted the indefinite sick note and agreed to review every 18 months in view of the stress it caused Mr W. I find that was fair. Additionally, it was prepared to accept emailed answers to its review questions which it sent in advance, although Mr W preferred to

have a phone conversation. However there is no basis for me to determine that in Mr W's case, or in cases of those with a similar diagnosis, Zurich should disregard its policy terms and not undertake periodic reviews or review the claim at all.

- I do understand why Mr W feels strongly about this issue, and I recognise he will be disappointed by my decision. But in order to uphold his complaint I would need to be able to find that Zurich has acted contrary to law or regulation or treated Mr W unfairly or unreasonably. As I don't conclude it has done so, I'm not directing Zurich to do anything differently.

My final decision

For the reasons 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 W to accept or reject my decision before 18 October 2023.

Lindsey Woloski
Ombudsman