

The complaint

Mr Z complains about the decision by The Original Holloway Friendly Society Limited ('Holloway Friendly') to terminate his income protection claim.

What happened

Mr Z holds income protection cover with Holloway Friendly, the aim of which is to pay benefit if he can't work in his own occupation after a deferred period of four weeks.

In 2022, Mr Z injured his elbow. He made a claim, and Holloway Friendly accepted this in January 2023.

In March 2023, Mr Z told Holloway Friendly that his doctor didn't think further investigations were necessary, and that he was hoping to return to work on a phased basis.

In May 2023, Holloway Friendly reviewed the claim. Mr Z confirmed that his elbow was much better, and the pain had stopped (apart from when lifting dumbbells). However, Mr Z said he had knee pain as well as workplace stress. Holloway Friendly asked Mr Z if he was medically unable to work, and he said no. Based on this, Holloway Friendly terminated the claim. Unhappy with this, Mr Z brought a complaint to this Service.

Our investigator didn't recommend the complaint be upheld. She thought the evidence supported that Mr Z was able to go back to work.

Mr Z didn't accept our investigator's findings, and so the matter has been passed to me for 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.

The incapacity definition which applies to Mr Z's policy is:

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

In terminating the claim, the onus is on Holloway Friendly to show that Mr Z no longer met this incapacity definition.

Mr Z told Holloway Friendly in May 2023 that his elbow pain no longer stopped him from working. However, Mr Z then told Holloway Friendly he had developed knee pain and stress which were new symptoms that prevented him from returning to work.

I've considered the available medical evidence, and I think it's clear that Mr Z was experiencing anxiety relating to work. I note that he was considering raising a grievance with his employer. After Holloway Friendly terminated his claim, he underwent some counselling.

However, the available evidence doesn't suggest that Mr Z's mental health problems were of such severity that they prevented him from working.

With regards to knee pain, again, it's apparent that Mr Z was experiencing pain in his knee, and he was having investigations for this. However, he was still able to walk and run significant distances. There was no suggestion that his knee pain affected him at work.

Mr Z had an occupational health assessment shortly after Holloway Friendly terminated his claim. The doctor considered Mr Z's reports of elbow pain, knee pain, and stress, and concluded that he could return to his usual occupation. I understand Mr Z did then return to work the following month, initially on a phased basis and then full-time.

I note that before Mr Z stopped work in 2022, his employer sometimes asked him to help out in a different role within the company (if they were short-staffed). The occupational health doctor thought Mr Z's elbow problems would prevent him from doing that occasional work for a few more months. Though as our investigator has explained, the policy pays benefit if Mr Z can't do his own occupation, not occasional work. And therefore, in deciding whether it was appropriate for Holloway Friendly to terminate the claim, I've only considered whether Mr Z could carry out the main duties of his own occupation.

Taking everything into account, I'm satisfied it was reasonable for Holloway Friendly to terminate the claim when it did. Mr Z's elbow pain was much better by that point, and he accepted that it wasn't stopping him from working. Although Mr Z had developed new symptoms relating to his knee and mental health whilst being off work, the evidence doesn't suggest that these symptoms impacted his ability to work.

My final decision

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 Z to accept or reject my decision before 3 January 2024.

Chantelle Hurn-Ryan
Ombudsman