**Ombudsman Decision**
**CIFO Reference Number: 24-000546**
**Complainant: Ms D**
**Respondent: Utmost Worldwide Limited**

## Complaint

The Complainant, who I will refer to as Ms D, complains that Utmost Worldwide Limited (Utmost), has denied her long-term disability benefit claim and has not adequately explained its reasons for doing so. Ms D has also raised concerns about the way a Chronic Pain Abilities Determination (CPAD) assessment was conducted, about delays in general, delays in paying compensation and about Utmost's claims and complaints process.

## Background

In November 2016, Ms D was unwell and began a period of absence from work. Utmost received notification of a claim under a group income protection policy in September 2017.

A claim for short-term disability benefit was accepted on 14 April 2020. Ms D's employment was terminated on 15 April 2020, and she continued to be paid short-term disability benefit under the policy terms until 14 April 2022. Ms D applied for long-term disability benefit in April 2022.

[1] Financial Services Ombudsman (Jersey) Law 2014 Article 16(11) and Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 Section 16(10)

An online assessment by an independent medical examiner (IME) took place on 1 June 2022, but Utmost said it was not sufficient, in its view, to make a decision on the claim.

A CPAD took place between 4-6 June 2023, following which Utmost sent a notice, on 20 June 2023, that the claim for long-term disability benefit had been declined.

Ms D appealed against that decision and sent further medical evidence to Utmost, in support of her claim, in December 2023.

In various correspondence between May and July 2024, Utmost told Ms D that it did not accept the claim for long-term disability benefit but would pay one further years' short-term disability benefit to compensate her for the delays in arranging the CPAD. It offered to arrange a further IME as part of its claims appeal process.

In November 2024, Ms D agreed to a further IME as part of the claims appeal process. Ms D complained to Utmost in December 2024 and subsequently referred a complaint to this service.

I wrote to the parties and explained why I considered Utmost's offer to pay compensation for delays and to arrange a further IME was fair and reasonable.

In summary, I considered Utmost had not provided Ms D with a clear explanation of the reasons why it had declined her claim. Utmost seemed to have relied on the outcome of the CPAD, and on the views of a specialist in occupational health, set out in an email dated 9 February 2024. But I did not consider its reasoning had been clearly communicated.

While I acknowledged Ms D's concerns about the CPAD, I considered that the CPAD assessor had provided an explanation for their view about the level of Ms D's disability, and I had no good reason to question their impartiality. Ms D had provided Utmost with medical evidence, and I had no reason to question the impartiality of that medical evidence either.

I did not agree that the claims process was deficient or prevented Ms D from making a complaint. I said the claims process allowed Ms D opportunity to

challenge and appeal Utmost's decisions and was available as well as the complaints process. Ms D made use of both processes.

I said I only intended to consider the position up until the point Utmost had issued its final response letter to Ms D's complaint in December 2024. This was because this was an ongoing claim, where it was possible further delays and issues might arise and Ms D might remain dissatisfied with the outcome of any review or appeal of her claim. I did not consider it would be reasonable or appropriate to consider these ongoing issues, as they arose, on an active claim.

I thought it was clear the claim had been under consideration for a long time and there were delays on both sides. But I considered Utmost's offer, which amounted to more than US$70,000, was adequate compensation for all the delays Ms D faced throughout the process and any errors in Utmost's communication.

Overall, I considered Utmost's position was reasonable. I considered Utmost was entitled to take the view that the evidence presented was not sufficient for it to pay the claim. I said that if it had not offered to arrange a further IME, then I would have recommended it as part of a re-examination of Ms D's claim by Utmost. I asked Utmost to pay the compensation for delay, which Ms D had accepted, but which had not yet been paid.

**Subsequent submissions**

Ms D provided lengthy and detailed further submissions following my initial assessment and I do not intend to repeat them here. Instead, I have summarised the key points.

She said if she could work, she would. She lost her career, health and financial independence and every day is a struggle.

She confirmed she had received US$74,160 from Utmost as compensation for delays and communication.

In terms of her claim, she sent me some medical reports she had not previously sent me, which she felt showed she was unable to carry out any occupation. Ms D does not consider there is any valid contrary evidence about her medical condition. It was not mentioned to her that her medical evidence would need to contain an assessment of the percentage of disability she was suffering from or state that she could not perform any occupation.

Ms D agreed in principle that another IME was a way to move her claim forward, but she still had concerns about the way it would be conducted, including what it involved, who would perform it and their impartiality. She also maintained that the CPAD results were improperly used to decline her claim.

Ms D accepted that the payment for delays and communication was sufficient but she reiterated that Utmost's delays had caused her to undergo new examinations and testing that were not needed to treat her illness. This had come at a cost in terms of money, time and energy.

She didn't think I had addressed her complaint about the delay in short term disability benefit not having been paid until April 2020, even though it should have been paid from March 2018.

Utmost did not make any further submissions but said it had paid the compensation for delay and that the further IME had now taken place.

## Findings

I have considered all the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint. Where necessary and/or appropriate, I reach my conclusions on the balance of probabilities, that is, what I consider is most likely to have happened, in light of the evidence that is available and the wider surrounding circumstances. While the parties have provided a significant amount of information and submissions, I do not intend to answer every single point in the same way. This is not intended to be discourteous but rather a reflection of our informal role as an alternative dispute resolution service. I will focus on the main points I consider to be relevant to the complaint.

In order to be eligible for payment of long-term disability benefit, the policy says:

*"LTD benefit eligibility occurs when:*

*a) A member was a Short Term Disability Claimant*
*b) A member is assessed to be totally or partially unable to perform Any Occupation due to incapacity;*
*c) The member being under the medical care and supervision of a Physician;*
*d) The Member co-operating with medical care and not unreasonably refusing to follow any appropriate course of treatment or therapy,*
*e) The Member remains disabled with a Degree of Disability of over 30%*
*f) In the case of total disability (Degree of Disability equal to 70% or more), the Member is not engaged in Any Occupation for remuneration or profit;*
*g) In case of partial disability (the Degree of Disability is between 30% and 69%) the Member may be partially employed in Any Occupation"*

It is a general principle of insurance that it is for the insured person to provide sufficient evidence to show they have a valid claim. Therefore, it is Ms D's responsibility to provide enough medical evidence to show she meets the eligibility requirements for the payment of long-term disability benefit.

It is not in dispute that Ms D has suffered from ill health, and I think it is quite clear from the extensive medical evidence she has provided, that she has suffered from a range of symptoms that would impact on her ability to work. But the policy sets out clear criteria for the payment of long-term disability benefit, as detailed above.

It is quite clear that Ms D considers she has provided sufficient evidence that she is unable to work in any occupation and so she believes Utmost should accept her claim for long-term disability benefit.

While I am not a medical professional and it is not my role to reach a clinical finding on Ms D's health or degree of disability, it is my role to consider the evidence and decide whether Utmost has acted fairly when handling Ms D's claim.

There is contrary medical evidence in this case. There is the medical opinion of a specialist in occupational health, who carried-out a desk-top review for Utmost and who concluded that there was no objective medical evidence to show Ms D was unable to work in any occupation. There was also the CPAD assessment that questioned the extent and impact of Ms D's symptoms. Utmost declined the claim on the basis of that evidence.

It still is not clear to me what medical evidence Ms D provided to Utmost before it came to its claims decision. I asked her to provide copies of that evidence, and I reviewed the information she provided. I noted that it provided extensive reporting of her symptoms, and it did say she was unable to return to her employment. However, it remains the case that that it provides little comment as to whether she was able to perform any occupation, wholly or partially. Ms D says she was not aware it needed to, and I am conscious the various items of medical evidence she provided were almost certainly not drafted by her treating medical professionals with a view to assessing whether she met the exact terms and conditions of her group income protection policy. I would add that generally, I do not think an insurer is required to tell a policyholder what evidence they should provide, or how such evidence should be presented, in order to show they have a valid claim.

As I have said, it is not clear what evidence Ms D provided to Utmost or what evidence it had the opportunity to review. Nonetheless, as I have set out above, the medical evidence from Ms D's treating clinicians does not specifically indicate that Ms D was incapacitated from working in any occupation, or if so, to what degree. I have carefully taken into account the totality of the medical evidence, including the third-party specialist reports following the assessments arranged by Utmost. Based on that evidence, I'm satisfied it was fair and reasonable for Utmost to conclude she had not shown she met the policy definition of long-term disability.

In those circumstances, I remain of the view that the fair and reasonable way to resolve Ms D's complaint and to progress her claim is to perform a further review, by way of an IME. I say this because it is clear there is no agreement about the extent of Ms D's symptoms and a further IME can assess all the available evidence afresh. I would encourage Ms D to provide Utmost with all the medical evidence she wishes it to consider as part of that review.

I understand Ms D has concerns about the impartiality of the IME and exactly what it involves. That is not something I can deal with here. If, following the IME, Ms D has any concerns about the way it was conducted, that is potentially a matter she can raise as a new issue with Utmost. If Ms D is unhappy with the outcome of Utmost's further review of her claim, she may be able to bring a new complaint to us about that issue alone.

Ms D accepts that the payment she has received, for over US$74,000 adequately compensates for the delays she has experienced and the communication issues. She has raised some questions about how it might affect further compensation, if her claim for long-term disability benefit was accepted and what, exactly is covered by this payment. Utmost's correspondence says this is a non-contractual payment to cover delays.

Ms D indicates that the issue of the delay in paying short-term disability benefit between March 2018 (six months after she made her claim) and April 2020 is unresolved. Ms D made her claim in September 2017, the six-month deferred period ought to have ended in March 2018 and a claim for short-term disability benefit ought to have been accepted or declined at that point.

Very little has been provided by either party to explain the exact cause of the various delays. I noted in my assessment that the delay in notification and acceptance of claim appeared to be due to contractual and employment issues. I said that I considered the offer Utmost had made to compensate for delays was adequate compensation for *all* the delays Ms D experienced and I remain of that view. It remains the case that Ms D has received the maximum amount due under the policy for short-term disability benefit. Even if there were enough evidence to show me that it was Utmost's fault the start of payments for short-term disability benefit was delayed from March 2018 to April 2020, I consider the amount Utmost has paid for delays more than compensates for this, considering issues such as interest or loss of use of money.

Overall then, for the reasons given above, I consider that Utmost's offer to review Ms D's claim and carry-out an IME and to compensate her for delays with a payment equivalent to one-year's short-term disability benefit, was fair and reasonable in all the circumstances.

## Final Decision

I do not uphold Ms D's complaint.

**Greg Barham**
**Ombudsman**

Date: 23 December 2025