DRN-3624323

The complaint

Mr G is unhappy that Unum Ltd (Unum) has declined his income protection claim.

What happened

Mr G is employed as an Independent Financial Adviser (IFA) and is a member of a group income protection policy. The policy is underwritten by Unum.

From 27 August 2020, Mr G was unwell due to an acute stress reaction and was off from work. His GP issued a medical certificate which signed him off from work from 1 September 2020 until December 2020.

Mr G submitted a claim with Unum on his group income protection policy in December 2020. The claim was declined, it was reviewed following further information that was provided by Mr G. But Unum said the medical evidence didn't show Mr G couldn't carry out the duties of his insured occupation and also after the policy deferred period. Unum said Mr G didn't meet the definition of incapacity under the terms and conditions of his policy.

Unhappy with Unum's response, Mr G brought his complaint to this service. Our investigator looked into it and didn't uphold the complaint. She said the medical evidence is limited and doesn't demonstrate Mr G couldn't have undertaken the main duties of his insured role after the deferred period. She therefore thought Unum had acted reasonably in declining the claim.

Mr G disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

In summary Mr G said:

- He'd been given medical certificates by his GP which confirmed he was unfit to work.
- He didn't understand why the nurse had called him bearing in mind that he's provided all of the information to Unum already and felt there was a poor line of questions.

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 insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly and shouldn't unreasonably reject a claim.

My role isn't to provide a medical opinion but to decide, based on all the evidence available, whether the claim should have been declined, whether it was in line with the policy terms and conditions and whether Mr G has been treated fairly and reasonably.

Additionally, I appreciate Mr G feels strongly about how the claim has been assessed. So, I'd like to reassure him that I have read all his submissions. And although I won't be responding to each and every point, I'm not in any way demeaning his responses and submissions.

I've started by looking at the terms and conditions of Mr G's policy. I can see that the deferred period on his policy is 13 weeks. Mr G has insured occupation cover on his policy. The definition od incapacity in the policy terms and conditions is stated as:

> ***"Insured occupation cover***
> *A member is incapacitated if we are satisfied that they are:*
>
> - *Unable, by reason of their illness or injury, to perform the material and substantial duties of the insured occupation, and are*
> - *Not performing any occupation*
>
> *If the member is required by the terms governing the employment relationship to hold a licence or certificate which is issued only when the member meets required medical standards, we must also be satisfied that they are unable, by reason of their illness or injury, to perform the material and substantial duties of any gainful occupation with any employer for which they are reasonably fitted by reason or training, education or experience.*
>
> *The term licence does not include a licence to drive ordinary care, vans or motorcycles."*

Based on the above, for a benefit to be paid under the policy, the member must be unable to work because of illness, or injury. Mr G has insured occupation cover and if he is to meet the definition of incapacity under this level of cover, he must show that he's unable to perform the material and substantial duties of his insured occupation because of injury or illness. Benefit under the policy becomes payable after the deferred period of 13 weeks. I note the deferred period was from 27 August 2020 to 26 November 2020.

I've carefully considered the medical evidence that Mr G has provided. I've summarised the timeline of what happened from when Mr G was first unwell to work:

- On 3 September 2020, Mr G went to see his GP. He was stressed and was feeling anxious. Mr G was signed off work for three months for acute reaction for stress. The GP noted that this was not a lifelong issue or that a diagnosis of anxiety or depression would be appropriate.
- On 3 November 2020 (after Mr G submitted his claim to Unum) a specialist nurse telephoned Mr G. He confirmed that he felt a little better, but his symptoms remained the same. He was no longer taking medication, had minimal contact with work and hadn't reached out for any therapy or occupational health services.
- On 11 November 2020, he said to another GP that he had ongoing work-related stress.
- On 2 December 2020, Mr G had a telephone call with his GP. The notes say that Mr G has ongoing stress at work and not been resolved. He's keen to get to work but had limited contact with work. He hadn't considered his route back to work or whether he might leave. Medical certificates were issued which signed him work in

December 2020 and then from January 2021 to March 2021. The reason on both was due to acute reaction to stress.

Mr G's medical records combined with the notes made by the specialist nurse show that he was signed off work with stress. It isn't in dispute that Mr G was suffering with work-related stress. I understand that he was going through a difficult time. However, under the policy terms and conditions, in order for the benefit to be paid, the evidence would need to show that Mr G was incapacitated throughout the deferred period and beyond. Having considered everything that's been provided, although Mr G was signed off work, there's nothing to suggest that he wasn't able to perform the duties of his role throughout the period. He had blood tests, his medication was only for a limited and as he reported issues with his heart, his blood pressure was monitored. Nothing further came about as a result of these tests and I can't see that he was referred for specialist treatment or the symptoms were being actively managed. I understand Mr G reported stress related symptoms due to the situation at work but there's no evidence of how this was actively being managed or further concerns being raised by medical professionals. In absence of this, there's not enough evidence to support Mr G was incapacitated as required under the policy terms.

I appreciate the medical certificates signing Mr G off from work were provided by a GP who was indeed a medical professional. However, over time, further tests and specialist referral would be expected if Mr G's health symptoms required this. We have the medical certificates and notes from both the GP records and the nurse. None of these indicate further investigation was carried out and therefore I can't safely say that Mr G met the definition of incapacity under the terms of the policy.

The specialist nurse telephoned Mr G because a further review of the claim was being considered. So, while I appreciate that Mr G thought this wasn't necessary as he'd provided everything to Unum already, it isn't unusual, for a medically trained person to carry out an assessment on claims such as this.

I do have every sympathy for the difficult time Mr G had with his illness. But the evidence overall isn't, on balance, enough to meet the policy definition of incapacity for the claim to be accepted. Taking everything into account, I can't reasonably make Unum responsible for a claim when the evidence provided doesn't meet this definition. I'm therefore not persuaded the claim has been declined outside of the terms and conditions of the policy or that Mr G has been treated unfairly or unreasonably. It follows that I don't require Unum to do anything further.

My final decision

For the reasons given above, I don't uphold Mr G's complaint against Unum Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 26 October 2022.

Nimisha Radia
Ombudsman