

The complaint

Mr S has complained that Unum Ltd declined a claim he made under his group income protection policy.

What happened

Mr S became absent from his insured role as a manager on 5 June 2023. He submitted an income protection claim under his employer's group policy. Benefit is payable after a deferred period of 52 weeks if the member meets the policy definition of incapacity. This is that they are unable by reason of their illness or injury from performing the material and substantial duties of their occupation.

When Unum concluded that Mr S didn't meet the policy definition during the 52-week deferred period he referred his complaint to this Service.

Our investigator didn't recommend that it be upheld on the basis of the evidence. Mr S appealed.

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 I'd like to reassure Mr S that whilst I've summarised the background to this complaint and his detailed submissions, I've carefully considered all that he's said and sent to us. In this decision though I haven't commented on each point or piece of evidence rather I've focused on what I find are the key issues 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. Having done so and although I recognise that Mr S will be very disappointed my decision, I agree with the conclusion reached by our investigator. I'll explain why.

The relevant regulator's rules say that insurers mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the group policy and the available medical evidence, to decide whether I think Unum treated Mr S fairly by declining his claim for severe depressive illness with prominent anxiety. Mr R detailed his symptoms, but it is reasonable for an insurer to consider whether the clinical evidence supports self-reported symptoms.

I won't repeat the medical evidence in detail here as it has all been seen by the parties. The relevant evidence is from a psychiatrist I'll call Dr K, a psychologist I'll call Dr H, GP records and Occupational Health reports.

Dr K said in June 2023 that Mr S was suffering from a severe depressive illness with prominent anxiety and that he would benefit from a combination of antidepressant and integrative therapy. He encouraged Mr S to take up to 8 weeks off work. In addition to this I note that Mr S's GP surgery was issuing fit notes during the deferred period, although without Mr S being reviewed following the first telephone review on 20 June 2023. Mr S

confirmed in that review, two weeks after the start of the deferred period, that he was feeling much better since taking the medication, his moods had been good with better concentration, and he felt more like himself. After that Mr S completed the GP's self-assessment questionnaire periodically. By his own account he continued to make progress but still suffered with anxiety. There are comments in the notes regarding Mr S's anxiety about returning to work. The medical records from the GP don't specifically detail why Mr S was unable to perform his role.

The Occupational Health reports also found that Mr S was unfit for work. His daily activities were reported to be significantly limited by his ongoing symptoms. He was referred for therapy. Although in the claim form Mr S reports that he was attending the gym with a personal trainer and was able to walk for an hour twice a day, I find the evidence as a whole *does* show that Mr S's function away from work was restricted. But it doesn't automatically follow that he wasn't able to work in his occupation, and neither is there any specific clinical explanation as to the barriers to this.

During the deferred period Mr S had many sessions with a psychologist, I'll call Dr H. Dr H detailed the significant physical symptoms of anxiety that Mr S was experiencing, and the methods employed to overcome the symptoms. I accept that during the video consultations Dr H witnessed these symptoms. He wrote that Mr S had tried extremely hard to engage with therapy but had struggled to make significant progress. I accept that leaving home for appointments or just generally was challenging. But employers have a duty to make reasonable adjustments which could include working from home. I haven't seen evidence that Mr S would have needed the same coping strategies in his own home environment.

Mr S has said that in his view the greatest amount of evidential weight needs to be applied to the evidence written by mental health specialists – and I agree that this is so given the reason for Mr S's claim.

It is clear that Mr S was suffering with his mental health during the deferred period. For the avoidance of doubt there is no suggestion that he was exaggerating or being untruthful. But the bar here is a high one – it is not enough that someone suffers with a mental illness, is on medication and having therapy. The evidence must show they are incapacitated from performing their insured role. And this must be consistent throughout the 52-week deferred period. On balance I'm not persuaded that the evidence does confirm that Mr S's mental illness caused incapacity as defined by the policy.

It is for Mr S to show that he was incapacitated because of his illness from performing perform the material and substantial duties of his role during the deferred period and beyond. On the evidence to hand I'm not persuaded that it was unfair for Unum to conclude that the evidence didn't provide a clear understanding of Mr S's reported limitations throughout the deferred period or support the presence of a persistent and pervasive functional impairment throughout the period.

I was sorry to read the psychiatric reports (from a different psychiatrist to Dr K) dated November and December 2024. However, Mr S will appreciate that these post-date the period I am considering, and Unum's final response dated 30 August 2024.

In all the circumstances I don't find that Unum treated him unfairly, unreasonably, or contrary to his policy terms by declining his claim when it did. I am sorry that my decision doesn't bring Mr S welcome news.

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 S to accept or reject my decision before 14 April 2025.

Lindsey Woloski
Ombudsman