

The complaint

Mr B is unhappy that Unum Ltd have declined claims he made on a group income protection policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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 relevant rules and industry guidelines say that Unum has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions say that in order to claim on the policy the insured person must meet the policy definition of incapacity.

A member is incapacitated if they are unable to perform the material and substantial duties of their insured occupation because of illness or injury and are not performing any occupation.

I'm not upholding Mr B's complaint because:

- It's for Mr B to demonstrate he has a valid claim on the policy, not for Unum to show that he doesn't.
- I think Unum reasonably concluded, based on the available medical evidence, that the definition of incapacity wasn't met.
- The medical evidence indicates Mr B was stressed, and was dealing with some very challenging personal circumstances. I'm sorry to hear Mr B was having such a difficult time and I have a lot of empathy with the circumstances he described. However, I don't think the medical evidence gives a detailed or meaningful insight into why he was unable to do his job due his mental health. In reaching that conclusion I've carefully considered the medical evidence, including information from his GP and psychologist.
- Unum also identified that Mr B was experiencing some situational workplace issues at the relevant time. As I've outlined above the definition of incapacity focuses upon whether Mr B could carry out the material and substantial duties of his role, not whether he could perform them for his specific employer.
- Mr B also experienced heart issues after he became absent from work. Unum agreed to consider a separate claim for this. I think that was reasonable in the

circumstances.

- I think Unum reasonably concluded, based on the medical evidence that is available, that there still wasn't sufficient evidence Mr B met the definition of incapacity due to his cardiac problem and ongoing mental health issues. I think it was fair and reasonable to conclude that Mr B had recovered to the extent that his ability to do his insured occupation wasn't restricted by his functionality.
- I'm satisfied that Unum have carried out a fair and reasonable review of the medical evidence and other evidence provided. It's not disputed that Mr B has experienced mental health issues, stress and a cardiac condition. However, the available medical evidence doesn't support that his functionality was restricted to such an extent that he was unable to carry out the material and substantial duties of his insured occupation.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 February 2025.

Anna Wilshaw
Ombudsman