

The complaint

Mr M complains that Unum Ltd has unreasonably declined a claim he made under his employer's group income protection policy.

What happened

Mr M is a member of his employer's group income protection policy, which is provided by Unum. The policy is designed to pay monthly benefit of 75% of Mr M's salary should he be incapacitated due to an illness or injury preventing him from completing the essential duties of his occupation throughout a deferred period of 26 weeks and beyond.

Mr M's employer first lodged a claim with Unum on 2 May 2023, noting Mr M hadn't been able to work since 22 December 2022. Mr M thereafter completed a claim form in June 2023, confirming he had been off sick with anxiety, which had first begun in 2020.

In October 2023, Unum rejected the claim. It noted Mr M hadn't been referred by his GP to a specialist. He had told his GP on occasion that he was considering a return to work. Mr M also considered going back to work in early 2023 but was prevented from doing so by not feeling ready and the further impact of grief. Unum felt Mr M had the ability to make a return to his role; it said not feeling ready to work was different from being unable to work.

That same month, Mr M complained. He said that Unum merely accessing his medical records wasn't sufficient for it to make a decision about his claim; he said Unum ought to have obtained a tailored GP report. Mr M thereafter lodged his concerns with this service.

In April 2024, Unum rejected the complaint. It said it hadn't been necessary to ask Mr M's GP for a report, as it had been supplied his entire medical records for the relevant period. It explained how Mr M's clinical circumstances had been clearly documented in his medical records, which included his interactions with his GP and details of his reported symptoms.

Unum did pay Mr M £200 because of the time it took for it to resolve the complaint.

An investigator then reviewed the complaint, but did not believe it should succeed. She didn't think Mr M had shown that he was unable to perform his role due to illness throughout the deferred period and consequently, Unum had reached a fair decision regarding the claim.

Unum didn't have any further comments to make. Mr M disagreed. He said he intended to seek further medical evidence via his GP which proved he was unable to work for the entirety of the deferred period. Mr M contended that he was always prepared to gather medical evidence as needed to satisfy the claim. He also noted that he had been signed off work until October 2023, so his fitness certificates were evidence of his incapacity.

Mr M thereafter supplied a letter from his GP which set out that he was unable to work in his role from 1 May 2023 to 31 October 2023 due to mental health reasons. He also noted that his employer's Occupational Health assessor had set out in June 2023 that he was "*currently unfit for his usual role*".

Unum reconfirmed that the additional medical evidence did not change its view on the claim. Our investigator was also not persuaded to change her view on the complaint. She noted that Unum was aware Mr M had been suffering with his mental health since 2020; nonetheless, she still believed Unum had reasonably concluded that there wasn't sufficient evidence to show he was unable to perform his occupation as set out by the policy wording.

Mr M asked for the decision to be passed to an ombudsman. He said that he believes he has satisfied the terms of the policy, and it should have paid out. He also noted how he intends to take court action, should the ombudsman not decide to uphold his complaint.

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.

I thank both parties for their patience whilst this matter awaited an ombudsman's decision. I've fully reviewed all the information before me, including the representations Mr M made after following our investigator's view. However, in reaching my findings, I've focused on what I consider to be the central issues. I don't need to comment on every argument in order to reach what I believe is the right outcome in the circumstances. Our rules allow me to take this approach; it reflects the informal nature of our service, as a free alternative to the courts.

On that basis, I haven't set out the complete details of Mr M's medical or personal circumstances, though I've carefully considered all the evidence when reaching my decision. I also send Mr M my best wishes as I can see how upsetting things have been for him.

Regulatory rules require Unum to handle claims promptly and fairly and to not unreasonably reject a claim. I've therefore considered the evidence provided by the parties alongside the terms and conditions for Mr M's employer's group policy to determine whether I believe Unum treated him fairly and reasonably by refusing his claim.

Though I realise it will be a disappointment for Mr M, I've reached the same overall outcome as the investigator. That means I won't be asking Unum to do anything further to resolve this complaint. I'll explain my reasons for reaching this view below.

The policy terms set out when the income protection benefit is payable after the deferred period, as follows:

"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 of training, education, or experience."

I've thought carefully about everything Mr M has said. Unum has concluded that it hasn't seen enough medical evidence to ascertain that Mr M was continuously incapacitated for the 26-week deferred period. And I find Unum's decision to be fair in these circumstances.

Neither party disputes that Mr M has had recorded episodes of anxiety dating back to 2020, though it was from December 2022 that Mr M undertook an extended period of time away from work, with fitness notes giving anxiety as the cause for his absence. I know Mr M feels strongly that the fitness certificates – alongside his GP records – ought to provide sufficient evidence that he was unable to work. However, Unum has set out that these certificates show a period the GP deemed that Mr M couldn't work, but it expressly says how *"You can go back to work as soon as you feel able to and, with your employer's agreement, this may be before your fit note runs out"*. I find Unum's approach reasonable in the circumstances.

I was sorry to learn that Mr M suffered two bereavements of close family members for which he had care responsibilities – in December 2022 and February 2023 – and the impact of that loss understandably affected his mental health. I do not underestimate that.

However, I must be fair to both parties in a complaint. Having looked at Mr M's full medical records, there is no objective evidence to demonstrate how the effects of his anxiety prevented him from completing the material and substantial duties of his role from 22 December 2023 to 21 June 2023 (the deferred period) and beyond. Rather, Unum has, in my view, reasonably concluded that the combination of work stressors and his particularly challenging personal circumstances and grief resulted in Mr M taking time off work to recover.

I believe Unum has reached a fair conclusion where it hasn't seen evidence that supports the worsening of Mr M's anxiety such that his functional capacity was impaired to the point of no longer being able to perform his insured role. Instead, the evidence demonstrates how a set of understandably distressing circumstances impacted Mr M's existing anxiety.

I also note that his GP did not refer him for specialist care during this period – though Mr M had arranged some counselling privately. However, when Mr M met with a consultant in April 2023 about an unrelated medical matter, his circumstances were discussed and it was recorded that *"I was sorry to hear that he has lost two close family members, and this has affected his mental health. However, he does feel that he is improving"*. The medical record from 4 May 2023 also notes that whilst Mr M was looking to extend his fitness certificate for another month, he was recorded as noting some improvement after attending counselling.

It is clear that Mr M has been through a very difficult period, and I do understand why he may not have felt able to carry out his occupation, notwithstanding any adjustments the employer may have offered (and I note Mr M had planned to reduce his working hours, though this request was withdrawn). Unfortunately, this doesn't mean that the policy definition was met.

It follows that I do not believe that this complaint should succeed in respect of Unum's decision to decline Mr M's income protection claim. I cannot therefore agree that Unum has treated Mr M unfairly or unreasonably in concluding that he hadn't met the policy definition of incapacity during the deferred period and beyond. Though I appreciate my decision will be disappointing for him, Mr M is not prevented from submitting new medical evidence to Unum for its consideration or from pursuing legal action, if he so requires.

My final decision

I do not uphold this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 June 2025.

Jo Storey
Ombudsman