

## **The complaint**

Miss A is unhappy that Unum Limited declined a claim made on a group income protection insurance policy.

## **What happened**

Miss A has the benefit of a group income protection insurance policy through her employer ('the policy'). Subject to the remaining terms, the policy can pay out a monthly benefit if Miss A is unable to work due to illness or injury after a deferred period of two weeks.

Towards the end of 2023, Miss A was certified by a GP as being not fit to work.

A claim was made on the policy and declined by Unum. It concluded that Miss A hadn't established that she met the policy definition of incapacity as defined by the policy terms.

Unhappy, Miss A appealed that decision. And after Unum maintained its decision to decline the claim, and issued its final response, she brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened. He didn't uphold Miss A's complaint. Miss A disagreed so this complaint has been passed to me to consider everything afresh to decide.

## **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.

Subject to the remaining terms of the policy, Unum will pay the monthly benefit if the member is incapacitated during the deferred period.

Incapacity is defined as: "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".

## **Has Unum fairly and reasonably declined the claim?**

Unum has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

When making a claim, it's for Miss A to establish her claim. In this case, that means that she was incapacitated as defined by the policy terms. It's not for Unum to show that she doesn't meet this definition.

I know Miss A will be very disappointed, but I'm satisfied Unum has fairly and reasonably declined the claim for the income protection benefit. I'll explain why.

- I'm not a medical expert. So, I've relied on the evidence available to me when deciding this case.

- I'm satisfied that Unum has carried out a fair and reasonable review of the medical evidence and other evidence provided when taking the decision to decline the claim.
- Miss A was first signed off work by a GP with stress and anxiety. The GP records from the time reflect that she was feeling stressed and anxious due a particular issue relating to a family member. Mention is also made of work being stressful but "employers supportive" and that Miss A "wishes some time off work".
- Shortly after there's a further GP entry which reflects that Miss A was struggling at work as she feels peri menopausal. She had "brain fog" and was being "forgetful" which was affecting her performance. There's also mention of the issue relating to a family member and that she was trying to support and get them help.
- The medical evidence I've been provided with from before Miss A was signed off by her GP doesn't provide much insight into how her peri menopausal symptoms were impacting her. However, Miss A says that she'd discussed these with her employer not long before she was signed off work with stress and anxiety.
- However, I'm satisfied the GP notes support that it was the issue relating to a family member which was the main reason for her stress and anxiety when she was signed off sick. That's not to say that she didn't have other symptoms before then, but she was able to continue working with those symptoms.
- Miss A was certified by a GP as not fit to work and that's, of course, relevant and I've taken that into account. But there's a specific incapacity definition that needs to be met in the policy terms for the benefit to be paid. And although Miss A was also prescribed anti-depressant medication, which is also relevant, I'm not satisfied that alone means she met the definition of incapacity.
- I'm satisfied that Unum has fairly concluded that Miss A didn't meet the definition of incapacity as there's little medical evidence to show how her functionality was impacted or why she couldn't perform the material and substantial duties of her job with adjustments.
- Further, I'm satisfied Unum fairly concluded that Miss A was managing some family stressors and her symptoms, which resulted in her being signed off sick, were mainly in response to those stressors and not because of a mental health condition / illness.
- When deciding this case, I've taken into account all of Miss A's points including what she says about Unum not arranging for her to see an occupational health therapist or other medical professional whilst off work (to assess whether she was incapacitated). However, I don't think it was under any obligation to do so in this case. As explained above, it's for Miss A to establish her claim. And I think Unum fairly relied on the evidence it had when assessing, and ultimately declining, the claim.
- I also appreciate that Miss A says that not everything will be discussed and noted by a GP in a short appointment slot, and I've considered the studies she's referred to about the percentage of women who are more likely to experience depression due to peri menopause. However, I think it's relevant that the issue relating to a family member is first noted as the cause of her anxiety and stress in the GP notes at the time Miss A was signed off sick by the GP. Further, Miss A has said that it was the call about this family member which caused her to leave work on the day that she did.
- Further, I've taken into account the other final decisions issued by ombudsmen which Miss A has referred to. However, the circumstances of each complaint are different, and I've considered whether Unum has acted fairly and reasonably in this individual case.
- Miss A also says that Unum's decision to decline the claim is discriminatory. Given

her concerns, when considering whether Unum has acted fairly and reasonably, I've taken the Equality Act 2010 ('the Act') into account (amongst other things), as it's relevant law. However, I don't have any power to make a finding that Unum has breached the Act or subjected Miss A to discrimination. Only a court can do that. Having considered everything, and for reasons set out above, I'm satisfied that Unum has fairly and reasonably declined Miss A's claim.

Miss A is also unhappy that she didn't receive a full copy of the terms and conditions of the policy. However, the contract of insurance is between the policyholder (her employer) and Unum. So, I don't think Unum has acted unreasonably by not providing the policy terms directly to Miss A.

### **My final decision**

I don't uphold Miss A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 27 February 2025.

David Curtis-Johnson  
**Ombudsman**