The complaint

Ms A is unhappy that Unum Limited declined a claim under a group income protection insurance policy.

What happened

Ms A had the benefit of a group income protection policy ('the policy') through her then employer. Subject to the remaining terms of the policy, it can pay a monthly benefit after she'd been off work for 26 weeks due to illness or injury ('the deferred period').

In March 2023, Ms A stopped working and her absence was covered by medical certificates provided by medical professionals, reflecting that she wasn't fit to work.

A claim was made on the policy which was declined by Unum. It concluded that there was not enough evidence to support that Ms A was incapacitated throughout the deferred period as defined by the policy terms.

Ms A appealed this decision. And after Unum maintained its position, she brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened. She didn't think Unum had unfairly declined the claim. Ms A disagreed. So, this complaint has been passed to me to look at 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.

Having done so, I don't uphold it. I know Ms A will be very disappointed, but I'm satisfied Unum has fairly and reasonably declined the claim. I'll explain why.

The relevant policy terms

For the benefit to be paid under the policy, the member must be incapacitated. The policy terms reflect:

- A member is incapacitated if Unum is satisfied that they are unable, by reason of their illness or injury, to perform the material and substantial duties of the insured occupation, and not performing any occupation.

- Insured occupation means the trade, profession or general role the member was actively undertaking for you immediately prior to incapacity.

The decision to decline the claim

Unum has a duty to handle insurance claims promptly and fairly – and it mustn't unreasonably decline a claim.

It's for Ms A to establish a claim under the policy, including that she was incapacitated as defined by the policy terms throughout the deferred period. It's not for Unum to show Ms A doesn't meet the definition.

Ms A's claim form reflects that she was experiencing burnout including severe depression and anxiety attacks. She described how this physically impacted her and that she had constant worry, a feeling of helplessness and disturbed sleep. She said she was unable to switch on a computer (psychological block) including to check her bank accounts or other important documents.

Having considered Ms A's records from the deferred period, I'm satisfied that Unum has fairly concluded that there's limited medical evidence to support that Ms A was incapacitated as defined by the policy throughout the deferred period.

I accept that Ms A was certified as being unfit to work by different medical professionals and has received social security payments, but the policy has a specific definition which needs to be met. So, whilst relevant, I don't think being signed off work is determinative.

Although there's reference to Ms A taking medication during the deferred period and accessing therapy / psychological treatment, the medical evidence provided to Unum gives limited insight into how illness impaired Ms A's functionality or impacted her ability to perform the material and substantial duties of the insured occupation throughout the deferred period.

Ms A is unhappy that Unum didn't reimburse her the costs of obtaining her medical records. Unum said upon receipt of the invoices, and evidence that these have been paid by Ms A, it would be happy to reimburse Ms A for this expense. These invoices have now been passed to Unum and it has agreed to send them to the relevant team for payment.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 21 April 2025.

David Curtis-Johnson
Ombudsman