

The complaint

Mr I is unhappy with Unum Limited's decision to decline his claim.

What happened

Mr I had income protection with Unum. He became unwell, suffering with symptoms of stress in February 2023 and was unable to work as a result. Mr I said he'd worked for his employer for a considerable length of time and had to take early retirement in January 2024 because his symptoms became unmanageable. Mr I also said he suffered with depression, anxiety, sleeplessness and tinnitus. He explained he'd previously suffered a cardiac arrest in 2015, and later in 2021, contracted COVID-19 which impacted his health considerably given his heart-related vulnerability. Mr I would like Unum to pay his claim.

Unum said the medical evidence didn't support his claim and so it declined liability for it. Unum also said Mr I's medical evidence documented the main cause of absence as being stress-related due to personal factors and that there's no cover available for that as it's not an illness.

Our investigator agreed with Unum, he said there wasn't any persuasive medical evidence that showed Mr I was unable to work due to a medical condition. He further explained that where there was mention of depression and anxiety, there wasn't any professional opinion that explained, in detail, why Mr I was unable to perform the material and substantial duties of his role as a train driver.

Mr I disagreed with his findings. He said, in summary, that he'd paid the policy premiums for more than 25 years and suggested he should be offered cover in the circumstances; that he was forced into early retirement from work on ill-health grounds which he believes qualifies his claim; he accepted he should have visited the doctor about his symptoms, however, said that he was worried about the implications that would have on his employment at that time and; that he'd like for someone with adequate medical training in cognitive problems to reconsider his complaint. And so, it's now for me to make a final 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.

Having done so, I've also decided not to uphold and for the same reasons explained by our investigator. I know that's going to come as a disappointment to Mr I, however, I'm satisfied Unum has assessed his claim fairly in the circumstances. I say that because I'm satisfied the medical evidence doesn't persuade me that Mr I suffered with a medical condition that would trigger Unum's liability defined under the policy terms. I'll explain why.

I know Mr I requested that a medical professional review his complaint, however, like our investigator's already explained, that's not the role of the ombudsman. My role is to consider whether Unum has assessed his claim fairly and in line with the regulator's rules. My role isn't to make a clinical diagnosis or form a medical opinion on the evidence. It's simply to say

whether I'm persuaded by the evidence Mr I has provided, and whether it shows there's a medical condition that would prevent him from fulfilling the duties of his occupation.

The relevant rule that applies in Mr I's case comes from the Insurance Code of Business Source book (ICOBS). This rule is set by the Financial Conduct Authority (FCA). The rules say that Unum must handle claims promptly and fairly and must not avoid a claim. I'm satisfied Unum has fulfilled its obligations under this rule because it's reached the decision to decline Mr I's claim, based on the available medical evidence. Unum has also shown that it's relied on the correct term to do that. And so, I don't think it needs to do anything more in respect of this complaint.

The policy terms say about incapacity;

"The life insured is unable to carry out the Material and Substantial Duties of his occupation because of illness or injury"

I've highlighted this term because Mr I must show, by way of medical evidence, that he satisfied the definition of incapacity. In order for Mr I to do that, he must show he's unable to complete the material and substantial duties of his occupation because of an illness during the deferred period – which is 26-weeks. That means that Mr I must show that he was incapacitated, as described by the policy, and suffering from a medical condition from February 2023 through to August 2023 that prevented him from working.

Our investigator correctly explained that stress isn't considered an illness and so there wasn't a medical condition that prevented Mr I working.

I understand Mr I's challenge to that argument, that he describes having suffered with depression, anxiety, fatigue and the other symptoms he's explained, but I find it unpersuasive in the circumstances. I say that because Mr I's own medical evidence, the GP's FIT notes, state the reason for his absence from work as stress related. And given what I've just explained, that doesn't satisfy the policy term and so Unum has declined his claim fairly.

Mr I explained that he's had to retire from work on ill-health grounds and to be clear, I've seen the evidence he's provided about that. But it doesn't automatically mean Unum should accept his income protection claim. I say that because the test applied by Unum for an incapacity claim, is unrelated to the reason Mr I and his employer came to that decision.

I accept Mr I's testimony that he had serious concerns about safety, given the symptoms he was experiencing, and his ability to fulfil his material and substantial duties of his role. But the policy is clear that he needs to show this through relevant and persuasive medical evidence. I'm satisfied Mr I hasn't done that and so I don't think it reasonable to expect Unum to accept his claim.

There was some evidence in the form of occupational health assessments that documented the symptoms Mr I described. However, these were following assessments completed by phone and are largely self-reported symptoms by Mr I. That's to say there was no physical examination by a suitably qualified medical professional providing a diagnosis of a medical condition. There's also no detailed rationale explaining why Mr I's symptoms prevented him from fulfilling the material and substantial duties of his role. I therefore find those reports unpersuasive when considered alongside the GP FIT notes, which state Mr I was suffering several symptoms caused by stress, rather than a medical condition.

I should say that I'm not disputing that Mr I has been unwell, it's that his symptoms aren't supported by persuasive medical evidence that provide a diagnosis of a medical condition,

or a detailed explanation for why that medical condition would prevent him fulfilling his role. And given that's the test here, I don't think Unum has acted unreasonably by declining cover for his incapacity claim.

My final decision

For the reasons I've explained, I don't uphold Mr I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 23 April 2025.

Scott Slade
Ombudsman