

## **The complaint**

Mr and Mrs T complained that Unum Ltd declined a claim on a group critical illness policy.

## **What happened**

Mr T joined Mrs T's employer's group critical illness policy as a spouse in March 2022. Mr T reported feeling unwell on 5 February 2024. He had an appointment with his GP on 7 March 2024 with a blood test completed. He had a phone call from a hospital later the same day and was seen by a consultant on 12 March 2024. An MRI was arranged for 14 March 2024. Mr T was informed that on the balance of probabilities, it was most likely he'd suffered from a stroke.

Mr T raised a claim with Unum. Unum declined Mr T's claim on the basis that the policy terms for stroke weren't met. Mr T complained. He said that an MRI isn't always reliable for the diagnosis of a stroke, especially when there is a period of time after the stroke has occurred. Unum didn't uphold the complaint. They reiterated that the policy definition hadn't been met. They also stated that as Mr T had a pre-existing heart condition, and his symptoms occurred within the first two years of joining the scheme, even if the definition had been met, the claim would be excluded due to a related condition. Mr and Mrs T were still unhappy and so brought the complaint to this service.

Our investigator didn't uphold the complaint. They didn't think Unum had done anything wrong. They confirmed that they agreed the policy definition hadn't been met and the claim was also excluded due to a pre-existing related condition. Mr and Mrs T appealed. They felt the claim should be accepted based on what's more reasonable on the balance of probability. As no agreement could be reached, the complaint has been passed to me to make a final decision.

## **What I've decided – and why**

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When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Unum acted in line with these requirements when it declined to settle Mr and Mrs T's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr and Mrs T, I've reached the same outcome as our investigator.

At the outset I acknowledge that I've summarised their complaint in far less detail than

Mr and Mrs T have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

Mr and Mrs T have also complained about a delay in a final response letter being sent in response to their complaint. Complaint handling isn't a regulated activity and as such this isn't a point I can comment on.

As a starting point, it's important to understand what the policy terms and conditions require for a claim to be met. The definition for stroke in the policy terms is as follows:

*"Death of brain tissue due to inadequate blood supply or haemorrhage within the skull that has resulted in all of the following evidence of stroke:*

- *Neurological deficit with persisting clinical symptoms lasting at least 24 hours, and*
- *Definite evidence of death of tissue or haemorrhage on a brain scan*

*For the above definition, the following are not covered:*

- *Transient ischaemic attack*
- *Traumatic injury to brain tissue or blood vessels*
- *Death of tissue of the optic nerve or retina/eye stroke"*

Mr and Mrs T have argued that MRI scans are not the golden standard of diagnosis of a Stroke. They believe the criteria is an unfair contract term based on scientific research which demonstrates that you can suffer a stroke and not have definitive evidence of a stroke by an MRI scan.

The Association of British Insurers (ABI) provides guidance to insurers that provide critical illness cover. As part of their guidance, the ABI provides a document that sets out the minimum requirements for a critical illness policy and model wording for certain conditions. The ABI's model wording for Stroke for the relevant guidance for the sale of the policy is as follows:

**"Stroke – resulting in permanent symptoms**

*Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.*

*For the above definition, the following are not covered:*

- *Transient ischaemic attack.*
- *Traumatic injury to brain tissue or blood vessels.*
- *Death of tissue of the optic nerve or retina / eye stroke"*

Whilst the ABI's model wording doesn't set out that definite evidence of death of tissue or haemorrhage is needed by a brain scan, it does still require death of brain tissue.

Having reviewed Mr T's medical records, I've not seen any evidence or confirmation that he's had any death of brain tissue. It was reported following Mr T's MRI there was no evidence of acute ischemia or any structural cause for his recent symptoms.

Whilst I don't wish to undermine or downplay Mr T's health or the impact it has had on him, critical illness policies don't cover every possible critical illness. Even when they do cover the condition being claimed for, a set severity must be met in line with the policy.

Unum's definition is stricter than the ABI's model wording, however, even if it wasn't, based on the medical evidence, his condition hasn't met either the policy definition or the ABI's model wording. So, I don't think Unum has been unfair in declining the claim.

In response to our investigator's view, Mr T provided some additional comments from his consultant. His consultant stated that the MRI showed some non-specific white matter lesions in the left frontal lobe as well as a lesion in the cerebellum. Unum reviewed these comments but said they didn't make a difference to their outcome. Whilst I appreciate there are lesions in Mr T's brain, there is no evidence that these were because of the symptoms he experienced in February 2024 or there has been death of brain tissue. So, I don't think Unum has been unfair or unreasonable in saying this information doesn't change their claim outcome.

However, even if I did think Mr T's condition had met the policy definition, which I don't, Unum has said a related condition exclusion would have applied to the policy and so the claim wouldn't have been payable anyway.

The related condition exclusion sets out the following:

*"Under the related conditions exclusion, a member will not be able to claim for a critical illness event which is linked to a related condition which the member was aware of, or received treatment or advice for, on or before the date they joined the policy.*

*The related conditions for each group of critical illnesses are listed in section 10. The related conditions either apply indefinitely or are limited to 2 years after joining, as shown in section 10."*

In section 10 of the policy, stroke is listed in the heart and circulatory diseases. It sets out the following related condition exclusions apply for the first two years:

- *Any disease or disorder of the heart*

Mr T's medical records confirm he has an abnormality to one of his heart valves. As Mr and Mrs T's claim was within two years of Mr T joining the scheme, I don't think Unum has been unfair or unreasonable in stating the related condition exclusion would apply had Mr T's condition met the policy definition.

I'm very sorry that my decision doesn't bring Mr and Mrs T more welcome news at what I can see is a very difficult time for them. But in all the circumstances I don't find that Unum has treated Mr and Mrs T unfairly, unreasonably, or contrary to the policy terms and conditions in declining the claim.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Unum Ltd to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 25 April 2025.

Anthony Mullins  
**Ombudsman**