

The complaint

Mr W complains Unum Ltd unfairly declined his income protection claim when he was too ill to work.

What happened

Mr W worked in a management role in financial services and was a beneficiary of his employer's income protection policy. The policy is designed to pay a benefit in the event that a member is incapacitated due to illness or injury, following a deferred period of 52 weeks.

The relevant policy terms are 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"*

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

"...material and substantial duties means the duties that are normally required for the performance of the member's insured occupation which cannot be reasonably omitted or modified. It is those duties required for the performance of the occupation at their, or any other employer."

Mr W was signed off work by his GP in August 2023. He was suffering with a number of symptoms which had broadly been diagnosed as Long Covid. And he made an income protection claim via his employer.

Unum declined the claim. It said it didn't think the medical evidence supported that Mr W was suffering from symptoms of a severity which would have caused prolonged absence from work. It said Mr W's symptoms had been ongoing prior to the start of his absence in 2023, and it didn't think the evidence showed his condition had changed at that time. And it noted references to workplace issues, which it thought also contributed to the barriers to him returning to work.

Mr W complained. Unum responded and said it'd reviewed Mr W's appeal, however its position on the claim had not changed.

Unhappy with Unum's response, Mr W brought his complaint to this service.

An investigator here looked into what had happened and said, based on the available evidence, they didn't think Unum had acted unfairly in declining the claim.

Unum accepted the investigator's view. However Mr W disagreed.

In summary Mr W said he didn't think Unum had done enough to investigate his claim. He said the evidence from the medical professionals as well as his employer and other parties, all showed agreement that he was unfit for work. So he said Unum's decision was an unreasonable contradiction.

Mr W also referenced details of his symptoms which he thought had been overlooked, said comments about performance management had been misinterpreted, and the hobbies he'd engaged with formed part of his rehabilitation plan. He also raised concerns that the incorrect policy definition of incapacity was being applied in his case.

Mr W asked for a final decision from an Ombudsman, and so the case has been passed to me 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.

The relevant rules and industry guidelines say Unum has a responsibility to handle claims promptly and fairly. And it shouldn't reject a claim unreasonably.

Firstly, I should clarify that the scope of my review is up until the point Unum issued its final response to the complaint in October 2024. So I won't be commenting on anything that has happened since that time.

I acknowledge that I've summarised this complaint in far less detail than Mr W and I won't be responding to every single point that has been made. No discourtesy is intended by this. Rather I've focussed on what I think are the key issues I need to address to reach a fair and reasonable outcome.

The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

Mr W has made this service aware of events that have taken place more recently in relation to his job role and his financial circumstances. I have great empathy for the situation Mr W finds himself in and am aware that my decision is likely to come as a significant disappointment. However, having considered the available evidence and circumstances of this case, I'm not upholding it. And I'll go on to explain why.

- Firstly I should say that the test here isn't simply whether Mr W has been unwell; I accept that he has been suffering with symptoms of Long Covid for some time. The test I've applied in the circumstances of this complaint, is whether Mr W was incapacitated as defined by the policy terms, and whether Unum declined his claim fairly.
- It's for Mr W to demonstrate that he has a valid claim under the policy and Unum is not required to prove that he does not. And I've not been persuaded that Mr W had a valid claim, as I'm not satisfied that the policy definition of incapacity was met.

- Mr W was signed off work by his GP for the duration of the 52 week deferred period from August 2023. And the Occupational Health reports also support that he wasn't fit to work. However, it doesn't automatically follow that the claim should be paid. The policy has a specific definition which needs to be met in order for a claim to be accepted, and this is likely to differ, for example, from the criteria a GP will use to assess fitness for work.

It's common for insurers to require more detailed medical evidence which sets out how and why a policyholder's illness prevents them from carrying out their role. And I don't think this is unreasonable.

- The relevant policy terms are the "insured occupation" definition I've set out above. For a claim to be paid, these terms require Mr W to have been unable to perform the material and substantial duties of his occupation, due to illness or injury, for the entirety of the deferred period. Unum has said that Mr W was previously working whilst experiencing his symptoms, and the evidence doesn't support a change in his condition leading to his absence in August 2023.

I don't think this was an unfair conclusion by the insurer. I say this because the earlier GP records and occupational health reports show Mr W had been suffering with symptoms including poor sleep, fatigue, low mood and difficulties with memory and concentration for some time prior to the start of his absence in August 2023. And he had successfully completed a phased return to work from a prior absence, returning to full time hours by May 2022. So I think it was fair for Unum to say Mr W had previously been able to work in his role whilst experiencing these symptoms.

I note Mr W received a new diagnosis of Post Orthostatic Tachycardia Syndrome by the end of the deferred period. And this was stated to relate to his ongoing symptoms of fatigue and difficulties with concentration and brain fog. He was also diagnosed with Neuropathy during the deferred period, which was noted to cause pain in his legs and he was prescribed compression socks to wear.

The majority of the detail about symptoms in the available reports was based on Mr W's self-reporting, rather than an objective opinion from a medical professional. And so I'm not persuaded there was sufficient medical evidence to show how Mr W's symptoms were preventing him from carrying out the material and substantial duties of his role during the deferred period.

- I've considered what Mr W has said about his symptoms of anxiety and depression. The medical evidence shows Mr W had been struggling with his mental health for some time prior to the start of his absence in August 2023. He was prescribed a low dose of an anti-depressant medication in March 2023 and was offered an appointment with a mental health nurse, whilst he was previously working in his role.

He continued to be prescribed the same dose of the anti-depressant through much of the deferred period. There was a change to a different medication in June 2024, which the GP noted could aid Mr W's leg pain. However the records also state he was coming off that medication by August 2024. There are also some references to

Cognitive Behavioral Therapy having been recommended to Mr W towards the end of the deferred period.

As I've said, the records show Mr W was experiencing symptoms of anxiety and depression prior to his absence. And overall the medical evidence doesn't persuade me these symptoms had worsened by the start of or during the deferred period, to the extent that they prevented Mr W from carrying out his role.

- Mr W has raised concerns about Unum's knowledge of the requirements of his job role. Details of Mr W's work duties were obtained via the vocational rehabilitation report which took place in August 2024. And the assessor noted the physical and cognitive requirements of Mr W's role in the report. So I'm satisfied Unum gathered the necessary information about Mr W's job in order to fairly assess the claim.
- Mr W has said comments regarding performance at work have been misinterpreted. The GP notes from a consultation on 21 August 2023 made two references to "performance review" in relation to Mr W's job and him being stressed by this. I think it's unlikely the GP would have referred to a performance review twice in the notes, unless it had been mentioned during the consultation. And the Occupational Health report from October 2023 also refers to Mr W having talked about a performance plan at work. So I don't think it was unreasonable for Unum to conclude that work stressors were likely to be a factor in Mr W's absence.

My final decision

For the reasons I've given, it's my final decision that I do not uphold this complaint. And I make no award against Unum Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 July 2025.

Gemma Warner
Ombudsman