DRN-5523272

The complaint

Mr J has complained about the decline and handling of his income protection claim by Unum Ltd.

What happened

The background to this matter is well known to the parties. In summary Mr J has income protection insurance through his employer. This will pay benefit after a deferred period of 26 weeks if the insured is unable to perform the material and substantial duties of their insured occupation because of illness or injury.

Mr J worked in a sedentary role. He became absent from work on 11 March 2024. His GP issued “not fit for work” notes until July 2024 – the reason given was stress. An Occupational Health report in August 2024 confirmed that Mr J was unfit for work – but that a return would be possible in 6-12 weeks.

Unum didn’t uphold the claim – it didn’t consider that Mr J met the policy definition of incapacity. Unhappy Mr J referred his complaint to this Service. The investigator didn’t recommend that it be upheld. They didn’t conclude that Unum had treated Mr J unfairly or that poor service had been provided by Unum.

Mr J appealed. Mr J is represented by Mrs J. Mrs J said that Mr J fully believed that he met the policy definition of incapacity. He had been prescribed additional medication since Unum first looked at his claim. His GP and Occupational Health both said he was unfit for work. Mrs J said that Mr J had major difficulties in concentration, communicating with people, anxiety, stress and chest pains. Mrs J said it appeared that Unum had not taken on board Mr J had a disability, nor what the medical professionals have said.

As no agreement has been reached the matter has been passed to me to determine.

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.

Although I've summarised the background to this complaint and some sensitive personal and medical details no discourtesy is intended by this. Instead, I have focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the relevant law the policy terms and the available evidence to decide whether I think Unum treated Mr J fairly. Having done so, and although I recognise that Mr J will be very disappointed by my decision, I agree with the conclusion reached by the investigator. I'll explain why.

- Firstly I note that in his complaint form Mr J has said that he disagrees that it was for him to get medical information for Unum. But it is for Mr J to prove his claim – rather than for Unum to do so. Unum didn't have Mr J's full medical records when first considering his claim, so it requested them in order to ensure it had seen all the relevant evidence. It also considered the counselling records from August 2024 (Mr J having been referred two months earlier by his GP). So I don't find that Unum erred in this regard.

- Unum didn't find the medical evidence showed that Mr J met the policy definition of incapacity. It didn't find there was documented evidence of any mental state examinations detailing how Mr J presented in appointments. There was initially no medication prescribed, and reason given on the fit notes was "stress at home". Additionally, there were no onward referrals for secondary care. Accordingly Unum didn't find that Mr J was suffering from a functionally restrictive mental health condition. It therefore didn't conclude that Mr J met the policy definition of incapacity. This is what Mr J needed to prove in order for his claim to be met. Based on the evidence it had I don't find that this was an unfair or unreasonable finding to make.

- Mr J was subsequently prescribed medication – but I don't think it was unreasonable for Unum to conclude that the prescription of medication is not enough to show that the policy definition has been met.

- This is not to say that Mr J wasn't facing a very challenging period in his personal life which caused him a great deal of stress. Unum acknowledged this. And I accept that his GP signed him off work and the occupational health agreed that he was unable to work at least some way into the deferred period. But the evidence doesn't detail how Mr J's functionality was affected to the extent that he couldn't carry out his insured role.

- Mrs J has said Mr J had major difficulties in concentration and in communicating with people. I can see that this may have impacted his ability to work, but overall I don't find it was unreasonable for Unum to conclude when it did that the evidence didn't demonstrate that Mr J's mental health was so impacted that illness meant he was unable to perform the material and substantial duties of his insured occupation. Mrs J has said that Unum have not taken on board what the medical professionals have said, but for the reasons given above I don't find this is so.

- I've considered the service that Mr J received, because this formed part of his complaint here. But I'm not persuaded that Unum failed to assess his claim fairly or promptly. It follows that I don't find that Unum has treated Mr J unfairly in the assessment of his claim or in the service it provided. I'm sorry that my decision will bring disappointing news.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 4 June 2025.

Lindsey Woloski
Ombudsman