

The complaint

Mr L complains that Unum Ltd has turned down an incapacity claim he made on a group income protection insurance policy.

What happened

The background to this complaint is well-known to both parties. So I've simply set out what I consider to be the key issues.

Mr L is insured under his employer's group income protection insurance policy. The contract provides cover if Mr L becomes incapacitated from carrying out his insured role due to accident or illness. The policy deferred period is 13 weeks.

In January 2024, Mr L was signed-off work with work related stress. As he remained unfit for work, his employer made an incapacity claim on his behalf.

Unum obtained Mr L's medical records to allow it to assess his claim. It calculated that Mr L's deferred period would end in April 2024 and so it determined that Mr L needed to show he'd been incapacitated due to an illness for the whole of the deferred period. Having considered the medical evidence, it concluded that Mr L was suffering from a reaction to work related and personal stressors rather than a significant, functionally impairing mental illness. So it didn't think there was enough evidence to show that Mr L had met the policy definition of incapacity throughout the entire deferred period and it turned down his claim.

Mr L appealed. He said his condition had deteriorated. So Unum agreed to consider a new claim with a new deferred period starting in May 2024. However, based on the available medical evidence, Unum still didn't think Mr L's claim met the policy definition of incapacity. Therefore, it maintained its decision to turn down his claim.

Unhappy with Unum's decision, Mr L asked us to look into his complaint.

Our investigator didn't think Unum had treated Mr L unfairly. Based on the evidence she'd seen; she didn't think it had been unfair for Unum to conclude that Mr L hadn't shown he met the policy definition of incapacity throughout either deferred period.

Mr L disagreed and so the complaint's 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.

Having done so, whilst I'm very sorry to disappoint Mr L, I don't think Unum has treated him unfairly and I'll explain why.

First, I'd like to reassure Mr L that while I've summarised the background to his complaint and his submissions to us, I've carefully considered all that's been said and sent. I'm very sorry to hear about the circumstances that led to Mr L needing to make a claim and I don't

doubt what a worrying and upsetting time this has been for him and his family.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available medical evidence, to decide whether I think Unum handled Mr L's claim fairly.

I've first considered the terms and conditions of the policy, as these form the basis of Mr L's employer's contract with Unum. Mr L's employer made a claim on his behalf for incapacity benefit, given he wasn't fit for work. So I think it was reasonable and appropriate for Unum to consider whether Mr L's claim met the policy definition of incapacity. This says:

'A member is incapacitated if we are satisfied 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'.*

This means that in order for Unum to pay Mr L incapacity benefit, it must be satisfied that he had an illness or injury which prevented him from carrying out the material and substantial duties of his insured occupation throughout the deferred periods and beyond.

It's a general principle of insurance that it's for a policyholder to show they have a valid claim on their policy. This means it was Mr L's responsibility to provide Unum with enough medical evidence to demonstrate that an illness had led to him being unable to carry out the material and substantial duties of his insured occupation for the full 13-week deferred periods – first between January and April 2024 and subsequently, between May and August 2024. I'm satisfied that Unum clearly set out to Mr L's employer what types of evidence it might require in order to assess an incapacity claim in its letter of 26 February 2024.

Unum assessed the evidence Mr L provided in support of his claim, including seeking the opinion of its clinical staff. It felt his absence had been caused by work related stress and personal stressors – including the terminal illness of Mr L's very close relative, who required care from Mr L. While it sympathised with Mr L's position, it concluded that he wasn't suffering from a significant functionally impairing mental illness which prevented him from carrying out his role. So I've next looked at the available medical and other evidence to decide whether I think this was a fair conclusion for Unum to draw.

I've first considered the claim forms Mr L and his employer completed. In brief, Mr L said that the cause of his absence was work related stress and his close relative's diagnosis.

Next, I've carefully considered Mr L's GP records. I can see that from January 2024 onwards, Mr L was issued with fit notes which stated that he was unfit for work due to work related stress. In January 2024, the GP noted that Mr L had '*needed some time*' as he had lots going on at work and at home. The notes refer to Mr L's work related concerns and his relative's illness. In February 2024, the GP referred to Mr L's ongoing stress – including his close relative's prognosis and Mr L's own need for minor surgery.

Subsequently, in March 2024, the GP noted that Mr L's: '*Mood is better than before...he doesn't want to go back to work as he won't be able to focus.*' And in June 2024, the GP recorded that Mr L: '*has had a lot of problems with employer – pushing to get back to work*'. In July 2024, a member of surgery staff stated that Mr L had said '*things had been going well, considering the circumstances...enjoyed celebrating with family, has booked holiday for September.*'

Mr L was prescribed with anti-depressant medication and referred to a counsellor, as well as a social prescriber.

Additionally, Mr L's GP wrote letters in support of Mr L's claim in May, July and September 2024. I've summarised below what I believe to be the key points.

In May 2024, the GP said: 'Unfortunately, (Mr L's very close relative) has been diagnosed with a form of terminal illness and [sic] is also experiencing several other personal stressors. As a result, there has been a significant deterioration in his mental health...As a result of his worsening mood, he has been diagnosed with depression and he is being treated with an antidepressant and is accessing the support of our social prescriber'.

Next, in July 2024, the GP stated:

'For Mr L's mental health he has been prescribed (antidepressant) 50 mgs and due to the severity of his symptoms he is now accessing talking support via our local operated talking service...

To give a further sense of the significance of his symptoms, Mr L's mental health is affecting his sleep, his ability to focus and organise simple tasks. Understandably this has affected his confidence levels and feelings of self-worth.

The uncertainty around his financial aspects has further increased his anxiety. Whereon he also has fears and thoughts of self-harm.

As you will be aware his (close relative) has a palliative diagnosis and as (their) health deteriorates the amount of care Mr L needs to deliver has increased.

Since we last wrote Mr L's mental health has deteriorated further, made worse by financial pressures brought on [sic] my sickness. Currently he does not feel able to work given his mental health and the pressure caused by his (close relative's) deterioration.'

And in September 2024, the GP wrote:

'Unfortunately, (Mr L) is struggling with symptoms of anxiety and depression, which [sic] effects his sleep, ability to focus and organise tasks and his confidence.'

The GP explained aspects of Mr L's job role, noting that his mood could be labile and his energy was low. They concluded: *'based on these aspects of his role and his Mental Health and Wellbeing may significantly impair his ability to carry out his role to his previous standard.'*

Mr L was referred to Unum's Vocational Rehabilitation team for assessment by one of its consultants. He was assessed in June 2024. I've looked carefully at the resulting report. In summary, this says that Mr L *'attributed his decline in mental wellbeing to be as a result of feeling undervalued at his company.'* The report also set out the work related stressors Mr L was concerned about and that Mr L was caring for a terminally ill family member.

I've thought very carefully about all of the evidence that's been provided. It's important I make it clear that I'm not a medical expert. In reaching a decision as to whether I think Unum acted fairly, I must consider the evidence provided by both medical professionals and other experts to decide what evidence I find most persuasive. It isn't my role to interpret medical evidence to reach a clinical finding – or to substitute expert medical opinion with my own.

It's clear that Mr L was suffering from symptoms which can be indicative of a significant mental health condition. And I appreciate that Mr L's GP concluded that Mr L was medically

unfit for work.

However, I must bear in mind the medical evidence which was available to Unum when it assessed Mr L's claim during both deferred periods. I appreciate Mr L was prescribed antidepressant medication and that he was referred for counselling. I'm also mindful that in September 2024, his GP referred to Mr L suffering from symptoms of anxiety and depression.

But each of the fit notes issued by the GP state that Mr L was unfit for work due to work related stress – including the note of September 2024. The GP didn't state that depression and anxiety were the diagnoses causing Mr L's absence. I can also see that Mr L's fit notes were largely issued at his request, with Mr L citing work related stress as the reason for his absence. And both the GP records and the Vocational Rehabilitation team's report clearly refer to Mr L's work related and personal stressors as being the cause of his absence from work.

As such, taking into account the totality of the medical and other evidence available to Unum when it assessed this claim, I think it was reasonable for Unum to conclude that the evidence showed that during the deferred periods, Mr L was suffering from an understandable reaction to work related stress and a very upsetting personal situation. And that the main reason for Mr L's absence during the deferred periods was likely a reaction to the stress he was experiencing as opposed to a functionally impairing mental health condition.

On this basis then, I don't think it was unfair for Unum's clinical and claims team to conclude that Mr L's absence wasn't due to an incapacity in line with the policy definition. Instead, I think it fairly concluded that Mr L's absence was more likely due to a reaction to his circumstances.

I'd like to reassure Mr L that I'm not suggesting that he was fit for work. I appreciate he was medically signed off. And I understand he's been through a very difficult time. But I need to decide whether I think he's shown he met the policy definition of incapacity for the whole of both 13-week deferred periods. As I've explained, I don't think he has.

Overall, despite my natural sympathy with Mr L's position, I don't find it was unfair or unreasonable for Unum to turn down his claim.

My final decision

For the reasons I've given above, 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 L to accept or reject my decision before 2 October 2025.

Lisa Barham
Ombudsman