

## **The complaint**

Mr S has complained that Unum Ltd has declined a critical illness claim made under his employer's critical illness policy.

## **What happened**

The background to this complaint is well known to the parties and not in dispute. In summary Mr S joined his employer's group scheme in July 2017. In February 2024 he suffered a cardiac arrest whilst at the gym and later made a claim on the policy.

Unum accepted that Mr S' cardiac arrest met the critical illness definition but declined the claim under the 'ongoing investigations' exclusion. Unhappy Mr S referred his complaint to this Service.

Our investigator recommended that it be upheld. He didn't think it was fair to say that the ongoing monitoring of Mr S' hypertrophic cardiomyopathy led to his cardiac arrest and recommended that Unum reassess the claim without reliance on the ongoing investigations exclusion.

Unum didn't agree. It said that Mr S had been diagnosed with hypertrophic cardiomyopathy in 2011 and had been under yearly monitoring since. It said that such a condition would mean Mr S is at an increased risk of electrical disturbances/arrhythmias which can then lead to cardiac arrest.

As no agreement was reached the matter was passed to me to determine. I issued a provisional decision saying as follows:

*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 no discourtesy is intended by this. Instead, I've 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. I recognise that Mr S will be very disappointed my provisional decision, but I'm not minded to uphold his complaint. I'll explain why.*

*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 S fairly.*

*It is accepted by Unum that Mr S met the policy definition for the claimed for condition:*

*Cardiac Arrest - with insertion of a defibrillator.*

*However, the policy also provides in the General Terms: Ongoing Investigations: No benefit will be paid for any medical condition or surgical procedure where the member was undergoing ongoing medical investigations or monitoring before the date of becoming a*

*member, which led to the later diagnosis of a critical illness or related condition.*

*This accords with the policy's definition of Pre-existing conditions: The pre-existing conditions exclusion means that if a member has suffered from a medical condition, or undergone one of the surgical procedures before they joined the policy, they will not be able to claim for any further incidence of that critical illness.*

*There is no dispute that Mr S was undergoing monitoring for his hypertrophic cardiomyopathy since 2011. I do accept that in 2021 his cardiologist reported that he was at low risk of cardiac arrest. Nevertheless he had understandably been subject to monitoring. This has included ECG, echo and MRI to determine if Mr S required an implantable device. In the circumstances I don't find it was unreasonable or contrary to the medical evidence for Unum to conclude that the above exclusion applied, or that his pre-existing condition led to the cardiac arrest he now claims for.*

*For completeness I would add that the 'related conditions' exclusion doesn't apply here as this applies for two years after joining, and that period had passed. So it wouldn't be fair to continue to exclude the claim because it is linked to a related condition – here 'Any disease of disorder of the heart'. But I don't find that Unum is precluded from relying on the ongoing investigations exclusion, as set out above. This being so I don't find that Unum treated Mr S unfairly or contrary to his policy terms by declining his claim.*

I invited the parties to respond but said that unless any further comments or evidence changed my mind, my final decision was likely to be along the lines of my provisional decision.

Mr O asked me to reconsider my provisional decision. He outlined the three relevant policy exclusions and explained with clarity why he didn't consider they applied to his case.

Unum made no further comments.

### **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, and although I'm sorry to disappoint Mr O I'm not persuaded to change my provisional decision.

I agree that the related conditions exclusion doesn't apply for the reasons I gave. In declining his claim Unum has not relied on the pre-existing conditions exclusion so I agree it would not be fair to introduce it here.

Unum relies on the 'ongoing investigations' exclusion, which provides: *No benefit will be paid for any medical condition or surgical procedure where the member was undergoing ongoing medical investigations or monitoring before the date of becoming a member, which led to the later diagnosis of a critical illness or related condition.*

I've thought very carefully about the submissions that Mr O now makes with regard to this exclusion. He submits that it doesn't apply. To summarise, firstly he says it is difficult to see how the monitoring before July 2017 led to the diagnosis of cardiac arrest in 2024. And secondly, although he was monitored in relation to cardiomyopathy prior to joining the policy; the exclusion relates to ongoing medical investigations or monitoring which led to the later diagnosis of a critical illness. He has said that there is no direct link between the investigations/monitoring and his later cardiac arrest – therefore it can't be said that the

monitoring led to or resulted in the cardiac arrest diagnosis.

I don't agree. The medical condition for which Mr O was undergoing investigations and monitoring did lead to the cardiac arrest diagnosis. It is not the case, for example, that the monitoring or investigations led to the discovery of an unrelated condition. They were for Mr O's longstanding hypertrophic cardiomyopathy which unfortunately led to his cardiac arrest.

Mr O also says that it makes no sense to refer to a 'diagnosis' of a cardiac arrest and that the exclusion clearly pertains to claims that are diagnosed such as cancer, rather than acute events like a cardiac arrest. But I don't find that it was unreasonable or inaccurate to identify Mr O's sudden collapse as being caused by a cardiac arrest, the cause of the medical issue.

The policy gives a detailed definition which needs to be met, and was found to here: *Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted: - Implantable Cardioverter-Defibrillator (ICD); or - Cardiac Resynchronization Therapy with Defibrillator (CRT-D)* – the diagnosis of cardiac arrest was made and the definition met.

Mr O has asked that I note some general rules of construction, and I have done so. I find no ambiguity in the policy wording. I'm satisfied that the aim of the exclusion was to avoid the type of risk that has manifested here. I agree that the policy should be construed in a manner that avoids unreasonable results. I'm satisfied that in declining this claim Unum construed the exclusion in line with the purpose of the contract. It is clear that Mr O feels very differently. But ultimately I must determine complaints by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. In doing so I have taken into account the law and good industry practice and the detailed submissions Mr O has made. I'm sorry that my decision doesn't bring welcome news, but I don't find that Unum treated Mr O unfairly by declining his claim.

### **My final decision**

For the reasons given above I don't uphold this complaint.

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

Lindsey Woloski  
**Ombudsman**