

The complaint

Mr M complains that UNUM Limited ('Unum') unfairly declined his income protection insurance claim.

What happened

Mr M has a group income protection insurance policy through his employer, underwritten by Unum.

Mr M made a claim following a period of absence starting in early 2024 but Unum declined the claim on the basis that Mr M's cause for absence from work was to avoid stress rather than an illness or injury which affected his function. So it didn't think Mr M met the terms of the policy.

Unhappy, Mr M complained and appealed Unum's decision. He then referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Unum had unfairly declined the claim.

Mr M disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me.

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, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The background to this matter is well known to both parties. So I won't repeat the facts here again. And I have considered everything Mr M and his representative have said and submitted. In my decision, I will summarise and focus on what I consider to be key to my conclusions.
- Under the terms of the policy, Mr M would be eligible for benefit if he was unable to work due to illness or injury, throughout the deferred period and beyond. The deferred period is 26 weeks. Mr M became absent from work towards the end of December 2023/early January 2024 and so the deferred period ended towards the end of June 2024/beginning of July 2024. This is the period of time Unum looked at.
- The policy definition of incapacity is: *"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...

- I have reviewed all the medical evidence and information provided. In summary, Mr M was given clear and consistent advice by his treating medical professionals to avoid stress and stop working as otherwise, his physical and mental health conditions would deteriorate. I can understand why Mr M feels that Unum should therefore pay his claim. However, Mr M has to meet the definition of incapacity throughout the deferred period and beyond, for the benefit to be paid and I am not satisfied that he has shown this.
- The medical evidence shows that in December 2023, his consultant cardiologist wrote a letter to show he had a diagnosis of coronary artery disease. He had no risk factors for ischaemic heart disease, was not known to be hypertensive and his clinical examination confirmed a normal cardiovascular examination.
- In February 2024, Mr M's GP wrote a letter to say stress at work may be causing a number of health issues and suggested he consider his long-term working commitments and possible retirement. It was noted that Mr M was getting mild chest discomfort but was not significantly limited by this.
- In April 2024, Mr M was advised to stop working to reduce exposure to stress in the workplace and the specialist said: *"A complete change in lifestyle is my recommendation and that includes stopping work before work stops you"*. His cardiologist wrote a letter at around the same time to say he was still suffering from stress which was undoubtedly worsening his cardiac condition. For now, they had agreed to persist with medical therapy which he had responded very well to.
- In June 2024, there is a note to confirm Mr M remained well but had some pain although this was attributed to stress rather than angina.
- Unum concluded that Mr M's absence from work during the deferred period was largely due to the possibility that stress would exacerbate and worsen his conditions. And so it wasn't satisfied that he was absent from work for the whole deferred period due to his illnesses. The evidence doesn't demonstrate that his medical conditions were preventing him from carrying out the material and substantial duties of his occupation. Rather, the medical evidence showed that work related stress or stressful environments could prove fatal for Mr M.
- Having carefully considered the submissions made by Mr M, his representative and his medical professionals, I do not doubt that Mr M has been given clear medical advice to stop working. However, I don't think Unum's decision to decline his claim for income protection was unreasonable as the evidence shows that Mr M was largely absent from work during the deferred period due to the negative effects of workplace stress. The medical evidence shows that he was responding well to treatment and medication. So the absence from work was due to stress and to avoid stress to prevent further ill health. This isn't covered under the terms of the policy as stress isn't an illness and so the medical evidence does not demonstrate that Mr M met the definition of incapacity for the whole deferred period.
- I note Mr M was signed off from work throughout the deferred period and had multiple health concerns he had been diagnosed with. But being diagnosed with an illness isn't in itself evidence of incapacity. And being signed off work due to stress to avoid further ill health also isn't enough.
- Income protection policies aren't designed to pay out in every case. They pay a

benefit under the terms of the policy in specific circumstances and in this case, where an illness or injury stops an insured from carrying out the material and substantial duties of their occupation. It isn't designed to provide benefit where an absence is recommended to prevent an illness or injury from becoming worse. In this case, the medical experts have said Mr M shouldn't work to preserve his health.

- I can see why Mr M feels so strongly about this matter and why he has made the arguments he has. I also don't discount what his medical professionals have said about the impact of stress on Mr M's health and his ability to work. But I don't think Unum's decision to decline the claim was unreasonable as Mr M hasn't shown that he has met the definition of incapacity throughout the deferred period and beyond.
- Mr M has provided further medical evidence from his treating professionals to this office. I've focused my decision on the evidence available up until the point Unum made its decision to maintain its declination of Mr M's claim. It isn't clear whether he has sent this information to Unum but he would need to send anything new directly to Unum for it to consider.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 October 2025.

Shamaila Hussain
Ombudsman