

The complaint

Mr P complains that Unum Ltd has turned down a critical illness claim he made on a group critical illness insurance policy.

What happened

Mr P was added to his employer's group critical illness insurance policy on 1 March 2024. Subsequently, Mr P went on to make a claim on the policy because he'd been diagnosed with a brain tumour.

Unum assessed the available medical evidence, including with clinical members of its staff. And it turned down Mr P's claim. That's because while it accepted Mr P's condition met the policy definition of cancer, it noted that he'd had a seizure in January 2024 and had been referred for an MRI scan. He'd travelled abroad, where he'd been diagnosed with a brain tumour in mid-February 2024 and had undergone surgery, although histopathology results weren't obtained until March 2024. Therefore, Unum concluded that Mr P had been undergoing investigations and monitoring for the condition before the policy began, which was specifically excluded by the policy terms.

Mr P was very unhappy with Unum's decision and he asked us to look into his complaint. In summary, he said that he hadn't been diagnosed with a tumour which met Unum's cancer definition until after policy cover had begun. And he felt the policy terms were unclear.

Our investigator didn't think Unum had treated Mr P unfairly. He considered the available evidence and he didn't think it had been unreasonable for Unum to have concluded that Mr P was undergoing investigations and monitoring into his condition before the policy began.

Mr P 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 P, I don't think it was unfair for Unum to turn down his claim and I'll explain why.

First, I was very sorry to hear about Mr P's diagnosis and I don't doubt what a worrying and distressing time this has been for him and his family. I'd also like to reassure Mr P that while I've summarised the background to his complaint and his detailed submissions to us, I've carefully considered all he's said and sent us.

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 treated Mr P fairly.

I've first considered the policy terms and conditions, as these form the basis of Unum's

contract with Mr P's employer. Unum accepts that Mr P's brain tumour meets the contractual definition of cancer. However, that doesn't mean the claim is necessarily payable. The policy also sets out a specific list of things Unum has chosen not to cover. This includes the following:

'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.'

In my view, the policy terms set out - in a clear, fair and not misleading way - that Unum won't pay claims for any medical condition if a member was undergoing investigation or monitoring for that condition before their cover under the policy began.

Unum considered the available medical evidence, together with members of its clinical team, and concluded that Mr P had been undergoing investigations or monitoring for his brain tumour before his policy cover started on 1 March 2024. So I've looked very carefully at the available evidence to decide whether I think this was a fair conclusion for Unum to draw.

Mr P's medical records and testimony show that in mid-January 2024, he suffered a seizure and he was referred for an MRI scan. He travelled abroad, where he underwent an MRI scan and a lesion was unfortunately found on his brain. The hospital notes show that Mr P was admitted to hospital between 14 and 19 February 2024. He was diagnosed with a brain tumour and underwent a craniotomy and radical decompression of brain tumour surgery. And on Mr P's claim form, he stated that he was diagnosed with brain cancer on 15 February 2024.

On that basis, I don't think it was unfair or unreasonable for Unum to have relied on the available evidence to conclude that Mr P had been undergoing investigations into the condition he claimed for before he became a member of the policy on 1 March 2024. As I've set out above, this is something Unum has made it clear it doesn't cover.

I appreciate that further investigations into the tumour's histopathology were needed before Mr P could be given a clearer understanding as to its grading. And I understand that these results weren't received until after Mr P had become insured under the policy. But I don't think I could reasonably find that this means Unum should accept the claim. That's because, as I've said, I think Unum reasonably found the evidence pointed to Mr P having undergone investigations into his condition before it began insuring him.

Overall, despite my natural sympathy with Mr P's position and while I'm sorry to cause him more disappointment, I'm satisfied it was reasonable for Unum to have concluded that his claim wasn't covered by the policy terms. This means that I don't think Unum acted unfairly when it turned down Mr P's claim and I'm not telling it to do anything more.

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 P to accept or reject my decision before 12 December 2025.

Lisa Barham
Ombudsman