

The complaint

Mrs N is unhappy that Unum Ltd (Unum) declined her claim under her group income protection policy.

Any reference to Unum includes all its agents.

What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Mrs N is a beneficiary of a group income protection policy arranged through her employer. The policy has a deferred period of 26 weeks, and Unum is the underwriter.

To be eligible for a benefit payment, Mrs N has to show she was incapacitated for the whole of the deferred period and beyond.

Mrs N was first absent from work on 2 July 2024. She was admitted to hospital for pneumonia. Following further investigations Mrs N had a tonsillectomy in October 2024. Mrs N didn't return to work and said she was very unwell with various symptoms which affected her physical and mental well-being.

Mrs N submitted a claim to Unum following the deferred period. Unum declined her claim and said the evidence she provided didn't show she was incapacitated throughout the 26-week deferred period.

Mrs N appealed the decision by providing further medical information, but Unum maintained its decision.

Unhappy, Mrs N brought her complaint to this service. Our investigator didn't uphold the complaint. She didn't think Unum had unfairly declined Mrs N's claim.

The complaint has now been passed to me to make a final decision as Mrs N didn't agree with the investigator's assessment of the complaint.

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.

At the outset, I wanted to acknowledge that the whole situation has been very difficult for Mrs N. Whilst I understand that she has been unwell, my role is to reach an independent and impartial outcome that's fair and reasonable, based on the information available to me. I don't doubt that Mrs N has been impacted by her symptoms, but this doesn't automatically mean that Unum must pay her claim.

I also fully appreciate Mrs N's strength of feeling on the matter and I want to reassure her that I've seen and considered the detailed submissions she has provided about her

complaint. But it is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint, I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mrs N. Rather it reflects the informal nature of our service, its remit, and my role in it.

The policy terms and conditions

I've first considered the relevant terms and conditions of this policy. Mrs N has 'insured occupation' cover. This says:

'Insured occupation cover

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 and are*
- *Not performing any occupation*

A member is incapacitated if they are unable to perform the material and substantial duties of their insured occupation because of illness or injury.'

And:

'For the insured occupation cover definition of incapacity, material and substantial duties means the duties that are normally required for the performance of the member's insured occupation and which cannot be reasonably omitted or modified. It is those duties required for the performance of the occupation at their, or any other employer.'

For the claim to be accepted, the test here is whether Mrs N meets this definition under the policy.

Has the claim been fairly declined?

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these rules into account when looking at this complaint.

To make a valid claim on the policy, Mrs N must show that she met the policy definition of incapacity. The key issue in dispute is that Unum says Mrs N didn't meet the policy definition of incapacity for the whole of the 26-week deferred period. In other words, Mrs N must show that she was incapacitated throughout from 2 July 2024 to 31 December 2024.

For the avoidance of doubt, I'm not medically qualified and it therefore wouldn't be appropriate for me to make a finding on the conditions referred to here. Mrs N has provided medical information in support of her claim. I've considered these alongside the requirements of the policy terms and conditions above.

Having done so, I'm not persuaded that Unum declined Mrs N's claim unfairly. I'll explain why:

- Mrs N was suffering with various health issues prior to her absence from work in July 2024. The medical records show that Mrs N's employer requested a report on her medical condition (fibromyalgia) and the impact it had on her work. This states that the condition had no impact on her ability to work on a regular basis and may need reasonable adjustments.
- It's not in dispute that Mrs N was admitted to hospital for pneumonia and remained there until 24 July 2024. It's also not in dispute that Mrs N suffered from various symptoms. But the GP notes say that, in early August 2024, Mrs N was feeling a lot better. She had been discharged by the respiratory team around September 2024 as there was a marked improvement. Mrs N was also discharged from the musculoskeletal service for which she was self-managing her symptoms.
- On 29 August 2024, Mrs N was seen by a specialist and following further investigation, she had a bilateral tonsillectomy on 15 October 2024. This is usually carried out as an outpatient procedure and the recovery period is usually 10 to 14 days. Mrs N was discharged the next day following the procedure and the GP notes say that Mrs N was feeling much better by November 2024, and she was due to have a return-to-work discussion on 28 November 2024.
- GP notes on 13 December 2024 say the biopsy was all clear. And from December 2024 say that Mrs N was planning to return to work in March 2025 but would consider returning earlier if she was better.
- I note Mrs N's comments that she had fitness notes provided by her GP, that she couldn't use her right hand and she didn't go into the office. I also note that the impact of her health has affected her financially. However, I can't see the reasons for the GP providing fitness notes and these alone are not, in this case, enough to satisfy the required definition of incapacity as per the policy. I agree that Mrs N was unwell and had procedures between July 2024 and December 2024. But evidence also shows that she improved and was feeling better during this period and could reasonably have worked in some capacity. I'm not therefore persuaded Mrs N was totally incapacitated for the whole of the deferred period.
- Whilst I have every empathy with Mrs N's situation, I can't reasonably ask Unum to pay the claim as there's evidence that her health improved in between the procedures during the 26 weeks of the deferred period.

What I've decided

I fully appreciate that Mrs N has suffered with her health. But from the evidence available, I'm not persuaded Mrs N has shown she was totally incapacitated to the extent that she could not carry out the material and substantial duties of her insured occupation, for the whole of the 26-week deferred period. This is the test that I have to consider.

Overall, I'm sorry to disappoint Mrs N. In the circumstances of this complaint, I don't think Unum unfairly declined Mrs N's claim or did so outside the terms and conditions of the policy. It follows therefore that I don't require Unum to do anything further.

My final decision

For the reasons given above, I don't uphold Mrs N's complaint about Unum Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 12 November 2025.

Nimisha Radia
Ombudsman