

## The complaint

A company, 'M', complains because Unum Ltd hasn't paid an income protection insurance claim for one of its employees (who I'll refer to as 'Mrs M').

## What happened

M holds a group income protection insurance policy, provided by Unum, for the benefit of its employees. A claim was made under the policy for Mrs M because she was absent from work due to stress. Unum said the claim wasn't covered because it didn't think Mrs M had provided medical evidence to show she satisfied the policy criteria for a benefit to be paid.

Unhappy, M bought a complaint to the attention of our Service. One of our Investigators looked into what had happened and said he didn't think Unum had acted unfairly or unreasonably in the circumstances.

M didn't agree and provided additional medical evidence, namely a letter from Mrs M's GP dated 16 September 2025.

As no resolution was reached, the complaint was referred to me. I made my provisional decision earlier this month. In it, I said:

*'I'm sorry to hear about everything Mrs M and her family have been through. It's clear she has had a difficult experience, and I've considered this complaint with the utmost sympathy, but I must reach an independent and impartial decision which I think is fair and reasonable to both parties to the complaint.'*

*The additional medical evidence which M provided after our Investigator issued his opinion has now been shared with Unum for its comments. I consider it's appropriate in the circumstances to now address this additional medical evidence within my provisional decision.*

*However, I should point out that it's not possible for new evidence to continually be 'added on' to existing complaints. Under the rules that govern us, our Service has no power to consider evidence unless the regulated business being complained about has been given the opportunity to comment on it first. So, if M or Mrs M obtain any further medical information about this claim, this would need to be presented directly to Unum in the first instance. This means I won't be accepting any further medical evidence in response to this provisional decision. My consideration of M's complaint is limited to events up until the date Unum issued its final response in June 2025 and the GP's letter of 16 September 2025 only.*

*Industry rules set out by the regulator say an insurer must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, alongside other relevant considerations, into account when making my provisional decision.*

*I'm not a medical expert, so it's not my role to reach my own conclusions about Mrs M's medical condition. Instead, I've weighed up the available medical evidence to decide whether, on the balance of probabilities, I think Unum acted unfairly and unreasonably when*

turning down Mrs M's claim.

*This policy pays a benefit if Mrs M met the policy definition of incapacity throughout, and beyond, the relevant deferred period from the date of her first absence from work. So, in order for a claim to be successful, Mrs M needs to provide evidence to show that she is:*

*'Unable, by reason of ... illness or injury, to perform the material and substantial duties of the insured occupation...'*

*This means, in order for a benefit to be paid, Unum must be satisfied that Mrs M is suffering from an illness which prevents her from carrying out her occupation for any employer in any workplace. It's for Mrs M to demonstrate that she has a valid claim under the policy. Unum was reasonably entitled to assess the claim based on the medical information presented to it, and I wouldn't expect Unum to arrange an independent medical examination for Mrs M in these circumstances. For the avoidance of doubt, I'm satisfied Unum assessed Mrs M's claim against the correct definition of 'incapacity'.*

*It may be helpful if I explain that 'Statements of Fitness for Work' from a GP are, alone, not usually sufficient evidence to demonstrate that a person is unable to perform their occupation. Although such certificates do carry evidential weight, they usually contain limited information and are based on self-reported symptoms. And the threshold for a GP to issue such certificates is not necessarily the same as the policy requirements for an income protection insurance claim to be paid.*

*It's not in dispute that Mrs M is unable to work. I understand M is supportive of her claim. However, an income protection insurance claim isn't payable in all circumstances and the situation which Mrs M is in isn't one which an income protection insurance policy like this is generally intended to cover.*

*Stress isn't a recognised medical condition, so suffering from stress wouldn't generally mean that a member of an income protection insurance scheme meets the policy definition of 'incapacity'. Situational stress which means a person is unable to do their own job isn't the same as a member being unable to perform their occupation due to illness more generally. When situational stress is resolved then an employee is likely to be able to return to work. Based on current industry practice, I don't think Unum's stance in refusing to cover claims caused by stress is unusual, nor is it unfair or unreasonable.*

*I've taken into account the available medical evidence which I've been provided with. This includes 'Statements of Fitness for Work' from Mrs M's GP, an NHS letter dated February 2025, and an Occupational Health Report dated March 2025. These all refer to the reason for Mrs M's absence as stress which, as I've explained, I don't think is covered under the policy.*

*I've also taken into account a letter from Mrs M's GP dated February 2025 referring to Mrs M's personal situation as having an effect on her mental health, but I don't think this demonstrates that Mrs M met the policy definition of 'incapacity' either.*

*I've carefully thought about the additional medical evidence – the letter from Mrs M's GP dated 16 September 2025. This outlines Mrs M's symptoms and says these 'could' be classed as anxiety or adjustment disorder. The letter goes on to say:*

*'Due to the nature of the condition no referral or medication was appropriate in this case. This absolutely should not be taken as an indication that no genuine health impairment was experienced. There is increasing evidence that mindfulness and medication can help in such situations ... I do believe that her symptoms would*

*therefore render her unfit to perform her role.'*

*I don't doubt that Mrs M's health is impaired. However, this letter doesn't set out a definite diagnosis of a recognised mental health condition. And there's a lack of any contemporaneous clinical notes about any discussions relating to a recognised mental health condition. Overall, I don't think this letter is persuasive medical evidence which would support a conclusion that Mrs M met the policy definition of 'incapacity'. The totality of the medical evidence doesn't support such a conclusion either.*

*This means I don't think Mrs M has demonstrated that she has a valid claim which Unum ought to have paid, so I don't think Unum acted unfairly or unreasonably by turning down the claim. I'm sorry to disappoint Mrs M and I wish her well for the future, but I don't intend to direct Unum to do anything more.'*

Unum accepted my provisional decision, but M didn't. In summary, in an email dated 18 December 2025, M said:

- my provisional decision applied a broader test of incapacity than that set out in the contractual terms:
- the policy doesn't exclude mental health conditions, require a definitive diagnostic label or require treatment, referral or medication as a prerequisite to cover:
- the medical evidence records symptoms consistent with recognised mental health conditions causing functional incapacity:
- the cumulative evidence presented to Unum could support incapacity within the meaning of the policy:
- Unum didn't take a reasonable approach to investigating and evaluating the evidence in this case:
- industry practice cannot override the terms of the policy, the insured's reasonable expectation of what is covered and what is fair and reasonable in all the circumstances.

### **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.

I've carefully thought about M's submissions, and I've addressed each one in turn.

I don't agree that my provisional decision applied a broader test of incapacity than that set out in the policy terms, which I quoted from directly. Being unable to perform an 'insured occupation' means (both in the ordinary, everyday meaning of the phrase and in the context within which the phrase is used in the policy) being unable to carry out that occupation for any employer in any workplace. Other income protection insurance policies on the market provide cover if an insured is unable to carry out their specific job role for their specific employer – this one doesn't.

Mental health conditions aren't excluded under this policy, subject to the insured meeting the policy definition of 'incapacity'. I accept the policy terms and conditions don't specifically exclude stress, but this doesn't mean it would be fair or reasonable for Unum to pay this claim when I don't think Mrs M has demonstrated that she meets the policy criteria for a benefit to be paid to her. I also don't think the policy needs to specifically state that a definitive diagnostic label or treatment, referral or medication is required. The policy provides cover in the event that the insured is incapacitated by illness, and I don't think Mrs M has demonstrated that this is the case.

I've explained why 'Statements of Fitness for Work' from a GP generally carry limited persuasive weight in determining whether an insured person meets an income protection insurance policy definition of 'incapacity', and my provisional decision also explained why I thought the Occupational Health Report which I've seen didn't support this claim. Absence from work in itself and/or support from an employer isn't medical evidence in support of an income protection insurance claim and isn't information which I'd expect an insurer to base a claims decision on.

I don't think there were any further steps which Unum needed to take to clarify Mrs M's situation. It was entitled to make a decision about the claim based on the information available to it and, overall, I'm satisfied it complied with its obligations under industry rules.

Industry practice is a relevant consideration under the rules that govern our Service, but it is just one consideration and isn't determinative. I've taken into account all the relevant information about this complaint, including the policy terms and the available evidence, to decide what I think is fair and reasonable in the circumstances of this complaint.

For these reasons, as well as those set out in my provisional findings, I won't be changing my decision.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 27 January 2026.

Leah Nagle  
**Ombudsman**