

## **The complaint**

Ms A is unhappy that Unum Limited declined a claim made for the critical illness benefit on a group critical illness policy ('the policy').

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my decision.

## **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.

In considering what's fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time. That includes Unum's obligation to handle insurance claims promptly and fairly. And to not unreasonably decline a claim.

## **The relevant policy terms and conditions**

Subject to the remaining terms and conditions, the policy pays out a benefit if a member is diagnosed with a critical illness as defined by the policy terms.

"Blindness – permanent and irreversible" is listed as a critical illness and is defined as:

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart, or visual field is reduced to an arc of 20 degrees or less, as certified by an ophthalmologist.

## **The decision to decline the claim**

Ms A feels very strongly that Unum has acted unfairly here, and I know its decision has had a great financial impact on her. I have a lot of empathy for her situation. I appreciate she will be very disappointed but, for reasons set out below, I'm satisfied Unum has acted fairly and reasonably by declining the claim made for the critical illness benefit.

- It's for Ms A to demonstrate that she has a valid claim under the policy. I'm satisfied Unum assessed the critical illness claim fairly and in line with the relevant policy terms, taking into account the available medical evidence.
- It isn't disputed that Ms A has significant vision loss and has successfully claimed state welfare benefits in respect of this. However, there's a specific definition that needs to be met under the policy terms. Based on the medical evidence, I'm satisfied Unum reasonably concluded that the policy definition of "blindness – permanent and irreversible" wasn't met for a critical illness claim to be successful.

- Ms A says that the approach taken by Unum ignores the functional reality of her condition. She no longer has any functional distance vision, cannot see at distance with her left eye and has lost depth perception completely. However, the policy definition of “blindness – permanent and irreversible” is more generous than the equivalent definition set out in the relevant Association of British Insurers Guide to minimum standards for critical illness. So, I don’t think Unum has acted unreasonably by relying on and assessing her claim against the policy definition of “blindness – permanent and irreversible”.
- I’ve also taken into account what Ms A says about the eye readings in her medical records not being correct. However, I’m satisfied that Unum has fairly relied on what’s recorded in her medical records as being accurate. Further, and importantly, there isn’t anything else from a medical perspective to establish that Ms A meets the necessary policy definition for the critical illness benefit to be paid.

### **My final decision**

I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms A to accept or reject my decision before 18 February 2026.

David Curtis-Johnson  
**Ombudsman**