

The complaint

Ms M is unhappy that Unum Limited declined a claim made on a group income protection insurance policy.

What happened

Ms M had the benefit of a group income protection policy ('the policy'), which can pay out a percentage of her salary after she'd been off work for 26 weeks - known as the deferred period.

Ms M was absent from work from the beginning of January 2022 due to angina.

A claim was made on the policy and ultimately declined in March 2023 on the basis that Ms M didn't meet the policy definition of incapacity throughout the entirety of the deferred period.

Unum's decision was appealed, but Unum maintained its decision to decline the claim. Unhappy, Ms M brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Ms M's complaint. Ms M didn't agree. So, her complaint was passed to me to consider everything afresh and 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.

The relevant rules and industry guidelines say that Unum has an obligation to handle claims promptly and fairly. And it shouldn't unreasonably reject a claim.

The monthly benefit will be paid under the policy if "the life insured cannot perform the material and substantial duties of [her] occupation because of illness or injury".

Occupation means: "the trade, profession, vocation or employment by which the life insured was earning a living immediately before the date [her] incapacity commenced".

Material and substantial means "the duties necessary for the performance of the life insured's occupation that cannot reasonably be omitted or modified".

It's for Ms M to establish that she has a valid claim under the policy, taking into account the above policy definitions.

For the reasons set out below, I don't uphold Ms M's complaint. I know she'll be very disappointed but overall, I think it was fair and reasonable for Unum to decline the claim.

- In her claim form to Unum, Ms M says her angina is exacerbated by stress and this affects her ability to work because her current role is "demanding, dynamic and stressful. Concern of further heart attack symptoms and ill health having huge impact on ability to carry out job".
- Looking at Ms M's medical records, I'm satisfied Unum has fairly concluded that she

had a long history of angina and there was insufficient evidence to support that there had been a change in this condition when she first stopped working in January 2022 – or that her function was significantly impaired - due to angina to the extent that she wasn't able to undertake the material and substantial duties of her role.

- It's relevant that Ms M was taking medication for her condition, had symptoms, and was seeing medical professionals at the time. However, I don't think those things alone mean that she was incapacitated. There's a specific policy definition that needs to be met.
- Ms M says that her condition leaves her breathless when using the stairs to reach the first floor. And although she says that stress can be a trigger for her angina, I've seen nothing which persuades me that this meant she was unable to perform the material and substantial duties of her role during the entirety of the deferred period.
- Ms M says she experienced blackouts. In her appeal letter to Unum dated May 2023 she refers to seizures and blackouts taking place in September 2022, April 2023 and May 2023. However, that's after the end of the deferred period, so I've placed less weight on what she says about that. Her medical records from the deferred period don't refer to the blackouts impacting her ability to function at the time. Her consultant cardiologist's letter dated May 2022 reflects the main issue at the time being "ankle swelling" and Ms M "believes her chest pain...and blackouts have substantially improved generally as compared to some years ago..."
- Ms M's GP provided a letter dated June 2023, which summarises her symptoms. However, the letter doesn't specify when Ms M was experiencing these symptoms, how long for and how they specifically impact her ability to carry out her role. She's also provided an occupational health report dated July 2023. Although it reflects that Ms M was unfit for her substantive role for the foreseeable future, it also states Ms M's first date of absence was at the end of April 2023. So, I'm satisfied that this relates to a later period of absence. It's also dated around a year after the end of the deferred period. So, for these reasons, I've placed less weight on the contents of the GP letter and occupational health report as I think the contemporaneous medical evidence from around the time of the deferred period is more relevant.
- I've also considered the policyholder's letter dated May 2023 reflecting that Ms M was no longer able to perform the duties of her job and they've had to recruit two more employees to take on her workload. However, it's not clear whether that happened during the deferred period. And, in any event, although that supports that Ms M wasn't working, I'm not persuaded this gives much insight into whether she met the definition of incapacity during the deferred period. Again, I've placed more weight on the medical evidence from the time.
- Ms M has also referred to policy literature which says the deferred period can be made up of shorter periods of absence (of at least two weeks) interspersed with periods at work where the deferred period is fully met within a time span of twice the deferred period. But even so, Ms M would still need to establish that she met the definition of incapacity for those absences during the relevant deferred period. I don't think Unum has unfairly concluded that she hasn't been able to do that.
- Ms M has also provided a more recent letter from the policyholder dated December 2023. However, I'm considering the available evidence at the time Unum issued its final response letter in August 2023, maintaining the decision to decline the claim.

Ms M has more recently said that Unum has accepted a claim made on the policy for

sickness related absence in 2023. However, I don't think that means its acted unfairly by not accepting the claim made in respect of the sickness absence and deferred period which started in January 2022.

I don't doubt that Ms M been through a difficult time, and I have a lot of empathy for the situation she finds herself in. But for reasons set out above, I think Unum acted fairly and reasonably by declining the claim in respect of the absence from work which started in January 2022.

I hope it helps Ms M to know that her complaint has been considered by someone independent of the parties.

My final decision

I don't uphold Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 7 March 2024.

David Curtis-Johnson
Ombudsman