

The complaint

1. Mr W is unhappy with the way in which Unum Limited handled a claim made on a group income protection insurance policy, including declining the claim.

What happened

2. Mr W has the benefit of a group income protection policy ('the policy') through his employer, which can pay out a percentage of his salary after he has been off work for a period of time. This is known as the deferred period.
3. Mr W was absent from work from January 2022. A claim was then made under the policy for the monthly benefit.
4. In his claim form Mr W says he was unable to work due to stress, anxiety, burnout and depression due to balancing work with his full-time caring responsibilities.
5. The claim was declined in August 2022 on the basis that Mr W didn't meet the policy definition of incapacity.
6. Unum's decision was appealed, but it maintained its decision to decline the claim.
7. Mr W brought a complaint to the Financial Ombudsman Service.
8. Our Investigator said that Unum had fairly declined the claim under the policy. However, she thought Unum should have handled the claim better. She recommended Unum pay £300 compensation to Mr W.
9. Both Unum and Mr W disagreed. So, this complaint was passed to me to consider everything afresh and decide.
10. I issued my provisional decision in April 2024, explaining why I wasn't intending to uphold Mr W's complaint.
11. I invited both parties to provide anything further in response to my provisional decision.
12. Unum said it had nothing further to add.
13. Mr W replied, providing additional information.

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

14. First, I want to thank Mr W for the detailed information he has provided in response to my provisional decision. I appreciate that it would've taken him significant time to put this together and he has provided a detailed account and personal insight into how ADHD impacts him. I've taken this all into account.
15. Secondly, I want to acknowledge I'll only summarise what Mr W has said, and in my own words. I won't respond to every single point made. No discourtesy is intended by

this.

16. Instead, I've focused on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.
17. Mr W has also suggested that I seek independent advice on ADHD. I'm satisfied that's not necessary for me to reach a fair and reasonable outcome in the circumstances of this case and that I can rely on the information that I've been provided with.
18. I also want to assure Mr W that I haven't dismissed his ADHD diagnosis and the impact having ADHD has, and continues to have, on him.

The relevant rules and policy terms

19. The relevant rules and industry guidelines say that Unum has a responsibility to handle insurance claims promptly and fairly. And it shouldn't reject a claim unreasonably.
20. The policy terms and conditions say that Mr W needs to meet the policy definition of incapacity for a benefit to be paid.
21. The relevant policy terms say:
 - For the deferred period and the first 2 years following the completion of the deferred period, if:
 - (a) Unum is satisfied that the member is unable, by reason of his illness or injury, to perform the material and substantial duties of his insured occupation, and
 - (b) the member is not following any occupation...then the member is incapacitated.
22. Insured occupation means:
 - the gainful occupation that the member was actively undertaking for the employer immediately prior to incapacity.
23. Material and substantial duties means:
 - the duties that are normally required for the performance of the member's insured occupation and which cannot reasonably be omitted or modified by the member of the employer.
24. It's for Mr W to establish that he has a valid claim under the policy, taking into account the above policy definitions.

Did Unum fairly and reasonably decline the claim?

25. I've considered the available medical evidence when deciding whether Unum has fairly and reasonably declined the claim.
26. Whilst I have a lot of empathy for Mr W's situation, for the reasons set out below, I'm satisfied Unum has acted fairly and reasonably by declining his claim.
27. I don't think it was unreasonable for Unum to conclude that Mr W didn't meet the policy definition of incapacity.

28. There's an entry in his GP notes from January 2022 reflecting Mr W felt "stressed out" and the main reason was that he was feeling a lot of pressure at work. He felt pressured to go into the office, whilst he preferred to work from home. There's also mention of him being worried to leave the relative who he cares for on her own. He'd experienced heart palpitations and high blood pressure after a meeting with a manager the day before and he was "keen for time off".
29. In response to my provisional decision, Mr W says that it was his (at that time) undiagnosed ADHD symptoms which was causing him to feel overwhelmed and stressed out. He says he had managed to cope up until that time but with more stress he "eventually broke". He says: "my employer wasn't being supportive, and I genuinely thought I would be able to manage with reduced hours". He says his caring responsibilities was causing his focus to be "pulled, being almost made to focus – with small things but which ADHD does not allow me to cope with easily".
30. Whilst I don't doubt that was the case, I think this supports that it was the additional caring responsibilities in addition to his employer's reluctance to allow him to work more flexibly which was the cause of him being unable to work.
31. As Mr W says, his undiagnosed ADHD symptoms would've always been present but it was the combination of his caring responsibilities and the demands of his employer, which appear to have caused him to become – as he says – "overwhelmed and stressed out" and feeling "under enormous pressure and stress". Up until he was signed off work sick, he was able to carry out the material and substantial duties of the role whilst managing his undiagnosed ADHD symptoms.
32. At the end of January 2022, after being signed off work sick, there's mention of Mr W's mood feeling more stable.
33. At the end of July 2022 there's an entry in Mr W's GP notes reflecting that his stress and anxiety was a "bit better". And that if his employer can't support a flexible working arrangement then he is likely to give up work.
34. So, whilst the medical evidence from the deferred period supports that there were personal and work issues which were causing difficulties, and Mr W was prescribed medication, the GP records from the deferred period don't give a clear picture of how any illness specifically impacted his ability to carry out the substantial and material duties of his role because of illness.
35. I accept what Mr W says about his GP not being able to diagnose ADHD and that has to be done by an expert. But I think the GP evidence from around the time of the deferred period is relevant and persuasive information about the symptoms Mr W was reporting and why he was feeling stressed.
36. The occupational health reports from the deferred period also mention a build-up of anxiety and stress symptoms "which have been exacerbated by his attempts" to work the number of hours required in his role balanced against his caring duties at home. And, whilst it's reported that Mr W can do "the essential home task routines" as well as care for his relative, he feels unable to apply the necessary mental focus to deal with his normal job tasks. The occupational health reports conclude that Mr W's sleep pattern is impaired along with mental focus, concentration, eating routine and energy levels.
37. Mr W says in response to my provisional decision that this was due to the symptoms of his undiagnosed ADHD. And I don't doubt that this is likely to have been the case, taking into account Mr W's ADHD report and what I know about ADHD, including Mr W's detailed account.
38. The occupational health reports conclude that Mr W is medically unfit to return to his role at work, which I've taken them into account. However, that doesn't automatically

mean the monthly benefit under the policy should be paid. As stated above, there's a specific policy term which Mr W needs to establish for a claim to be successful.

39. It doesn't look like Mr W underwent any formal medical evaluations regarding stress and anxiety as part of these assessments. Further, there's no explanation as to how Mr W can carry out his significant caring responsibilities but is too ill to be able to carry out the insured occupation. I think that's relevant in this case.
40. Mr W has more recently received a formal diagnosis of ADHD and I've considered what the medical report dated April 2023 says about his symptoms. I've also considered a letter from his local MP. Whilst I don't doubt that his symptoms are life long and are likely to have made it more difficult to balance his job with his caring responsibilities, I'm not persuaded this evidence supports that Mr W wasn't able to carry out the material and substantial duties of the insured occupation during the entirety of the deferred period due to illness.
41. I'm satisfied for reasons set out above that the GP notes from around the time he was first signed off work reflects that it was Mr W's concerns about his employer's unwillingness to allow him to work more flexibly which was the main cause of his anxiety and stress leading him to be signed off work. And the occupational health report dated May 2022 reflects that if his employer "can support a flexible working request with reduced hours" that's likely to "offer the employee support and ability to be able to manage some form of a working routine".
42. So, whilst Mr W's ADHD (at that time undiagnosed, but I'm satisfied he would've still had symptoms of) is likely to have made this situation more difficult, the medical evidence supports that it was not being able to work more flexibly (at a time when he had caring responsibilities) which was the main barrier to him not being able to work, and not an illness (or injury) as required by the policy terms.
43. I'm satisfied this is supported by Mr W's appeal email to Unum dated November 2022 where he talks about being a full-time carer for his relative. He says: "what I probably didn't spell out...is how much time this takes up. I am busy from morning to night...hence I can't return to work...Each day has different challenges, but I often experience stress as a result of how much of my time is in caregiving".
44. He concludes: "I could not go back to work on the hours I was doing. I did raise a flexible working application...but this was rejected...if my working pattern was reduced significantly, I could go back to work possibly – but with the exhaustion I am currently experiencing it is not possible to do so on my current contract as things stand with the care [relative] requires".

The handling of the claim

45. Overall, I find that Unum has handled the claim made on the policy fairly and reasonably.
46. I'm satisfied that it promptly progressed the claim and provided its decision to decline the claim within a reasonable timeframe. I'm also satisfied that it promptly addressed the appeal against the decision to decline the claim after it was made in late 2022.
47. I'm also satisfied that it provided sufficient reasons to the policyholder explaining why the claim had been declined. It also included confirmation of the policy definitions relied on and the medical evidence considered when declining and maintaining its decision to decline the claim.

My final decision

48. My final decision is that I don't uphold Mr W's complaint.

49. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 June 2024.

David Curtis-Johnson
Ombudsman