

The complaint

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

What happened

Mr P had the benefit of a group income protection policy ('the policy') through his employer, which can pay out a percentage of his salary after he'd been off work for a period of time - known as the deferred period.

Mr P was absent from work from May 2021. The GP medical certificate states that Mr P was unable to work due to respiratory system diseases. Later GP certificates reflect the reason as shortness of breath.

A claim was made on the policy during the deferred period. Ultimately the claim was declined in August 2022 on the basis that Mr P didn't meet the policy definition of incapacity throughout the duration of the deferred period.

Unum's decision was appealed, but Unum maintained its decision to decline the claim.

Unhappy, Mr P brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Mr P's complaint. Mr P didn't agree. So, his 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 policy terms and conditions say that Mr P needs to meet the policy definition of incapacity for a benefit to be paid.

Mr P has the benefit of 'insured occupation' cover.

And, under the policy: "a member is incapacitated if they are unable to perform the material and substantial duties of the insured occupation because of illness or injury".

Insured occupation means: "the trade, profession or general role that the member was actively undertaking for you immediately prior to the incapacity".

It's for Mr P to establish that he has a valid claim under the policy, taking into account the above policy definitions.

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

- I don't think it was unreasonable for Unum to conclude that Mr P didn't meet the

policy definition of incapacity. It's not disputed that Mr P had been signed off work by his GP during the deferred period. And occupational health reports support that Mr P wasn't fit to work. But that doesn't automatically mean the policy definition of incapacity is met. That's because there's a specific policy term which Mr P needs to fulfil for a claim to be successful.

- I'm satisfied Mr P's symptoms are largely self-reported in his medical records. These include sore throat, painful chest, mental fog, rapid shallow breathing, and headache. Mr P was concerned that his symptoms were the result of a reaction to being exposed to a chemical at work. There is reference in the medical records to Mr P being advised to avoid the potential allergen as a result.
- However, on the balance of probabilities, I'm satisfied Unum has fairly concluded that a link between Mr P's reported symptoms and the exposure to the chemical allergen hasn't been established.
- Mr P underwent a number of medical tests during (and shortly after) the deferred period. The results of a cardiac MRI were normal and a letter from a doctor in the department of respiratory medicine dated June 2021 reflects his saturations levels were at 98% on room air and his chest was clear on inspection. Further, blood tests taken a couple of months before were normal – as was a chest x-ray.
- Further, a consultant's respiratory physician's letter dated December 2021 reflects that recent lung function tests were normal. And a letter from another consultant in respiratory medicines from December 2021 says: "Investigations so far have been pretty unremarkable. His IgE and RAST tests have all been normal. Radiology is normal and his lung function tests are completely within normal limits at the moment I have reassured him that so far, I found no evidence of any structural lung disease. I am not really in a position to establish whether he has any respiratory sensitization to the chemicals at work".
- Unum has said that although Mr P reports several symptoms which he indicates affects his ability to perform the insured occupation, there appears to be a lack of objective medical evidence in support. And I'm satisfied that was a fair conclusion for it to reach based on the totality of the medical evidence – summarised above.
- Mr P has more recently said that he may have chronic fatigue syndrome or 'long Covid'. I've focused on the medical evidence available to Unum when it took the decision to decline the claim in August 2022 and its final response letter dated January 2023, setting out its reasons maintaining the decision.
- In its final response letter dated January 2023, maintaining its decision to decline the claim, Unum acknowledged that Mr P was ongoing further investigations. Unum said that it would be willing to consider any new evidence which becomes available to review the claim. I think that's fair and reasonable.

My final decision

I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 November 2023.

David Curtis-Johnson

Ombudsman