

The complaint

Mr F is unhappy that Legal and General Assurance Society Limited terminated a claim he made on his employer's group income protection scheme.

What happened

Mr F made a successful claim on his employer's group income protection policy. The claim has been paid for many years. In 2024 Legal and General carried out a review of the claim. As part of that process, they gathered further medical evidence and, ultimately, decided to terminate the claim.

Mr F complained to Legal and General, but they maintained their decision to terminate the payment of the claim was fair, based on the available medical evidence. Mr F complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Mr F's complaint. She thought that Legal and General had demonstrated it was fair and reasonable to terminate the claim.

Mr F didn't agree and asked an ombudsman to review his complaint. Mr F provided detailed representations in response to the investigator. In summary he highlighted the circumstances in which one of the medical reports (from a GP) had been obtained and explained the reasons he thought that it wasn't fair to rely on it. He provided further documentation in support of his position and explained that there was a wealth of medical evidence going back years which supported that he was too unwell to work. Mr F also said, in summary, that the evidence from medical professionals who had supported him over many years was being disregarded in favour of untruthful and inaccurate reports by medical professionals instructed by Legal and General. So, the complaint was referred to me to make a 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.

The relevant rules and industry guidelines say that Legal and General have a responsibility to handle claims promptly and fairly. As Legal and General accepted the claim it's for them to demonstrate that it was fair and reasonable to terminate the payment of the claim.

The policy terms and conditions

The policy terms and conditions set out the circumstances in which a claim can be terminated. It says:

'Termination of Benefit

- (a) We will immediately end payment of benefit if:
 - (i) the insured member ceases to be a disabled member...

The policy defines a 'disabled member' as:

- 'an insured member who at any time,
- (i) in our opinion, meets the incapacity definition, and
 - (ii) is not engaged in any other occupation...'

The relevant definition of incapacity in Mr F's case is 'own occupation' and the policy says it means –

'... the insured member:

- (i) is incapacitated by a specific, diagnosed illness or injury which prevents him from performing the essential duties of the job he carried out under his contract of employment immediately before the start of the deferred period, and
- (ii) continues to be in employment'.

The termination of the claim

I have a lot of empathy with Mr F's circumstances. I can see that he's had a very difficult time due to what has happened in relation to his own health and his overall personal circumstances over recent years. That's included several difficult life events impacting his close family and friends. So, I don't doubt he's had a very difficult experience during this time.

I also acknowledge that I've summarised this complaint in far less detail than Mr F has, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our 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.

Having considered all the available evidence, I'm not upholding Mr F's complaint because:

- I'm satisfied that Legal and General took reasonable steps to understand Mr F's state of health and functional capability before terminating the claim.
- I appreciate that Mr F feels very strongly that a GP, who prepared a report which was sent to Legal and General, failed to meet multiple professional standards and 'cherry picked' evidence. However, that's not something Legal and General was responsible for. They requested a medical report and received a response from the GP which contained an opinion that the GP 'would normally expect [Mr F] to be working'. I understand that Mr F has made a complaint about the GP concerned but I don't think Legal and General was responsible for the contents of the report or the conclusions the GP reached. That's not something I can reasonably hold Legal and General responsible for.
- Legal and General didn't rely solely on the contents of the above-mentioned report before terminating the claim. They sought input from a Vocational Clinical Specialist (VCS) who concluded a return to work with the support of reasonable adjustments. They also instructed Occupational Health Physician to complete an Independent Medical Examination (IME). This also concluded that Mr F could engage in a

supported return to work. Mr F's case was also reviewed by Legal and General's Chief Medical Officer before the claim was terminated. So, I think Legal and General considered all the available evidence before reaching a decision.

- I'm aware that Mr F found the appointments with the VCS and the IME very difficult. However, I'm satisfied that Legal and General instructed suitably qualified professionals to carry out the assessments and I think they were reasonably entitled to rely on the opinions and conclusions those medical professionals reached. So, I don't think Legal and General unreasonably concluded Mr F could proceed with a return to work in line with the recommendations of those medical professionals.
- I've thought about what Mr F has said about the conduct of the medical professionals during the appointments which he feels was unacceptable. I'm not persuaded that there is a compelling reason why the evidence of those medical professionals should be disregarded in this case. The reports reflect that the medical professionals explored Mr F's medical and personal history in detail. It's clear Mr F found this very unsatisfactory and upsetting. He also strongly disagrees with the conclusions reached in those reports. However, the evidence available to me doesn't suggest, on balance, that Legal and General used an uncompassionate assessor to stop Mr F's payments or instructed the IME to rubberstamp everything. Rather, I think that the available evidence suggests that Legal and General acknowledged Mr F's circumstances were complex. And I think they took reasonable steps to understand whether he was in a position to attempt to return to work.
- I've considered what Mr F has said about the wealth of evidence which exists prior to the review in 2024. I haven't disregarded that evidence, some of which is from medical professionals involved extensively in Mr F's care. But, Legal and General is entitled to review the claim periodically. The reports from the time of the claim review suggest a departure from the position reached in previous reports. So, whilst Mr F had an extensive history of health issues, I think Legal and General have adequately justified their decision to terminate the claim.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 14 May 2025.

Anna Wilshaw
Ombudsman