DRN-5569461

The complaint

Mr G complains that Legal and General Assurance Society Limited ("L&G") declined his claim under an income protection policy.

What happened

Mr G is covered by a group income protection policy through his employer. The policy pays a benefit if a member has been unable to work due to an illness or injury. It has a deferred period of 26 weeks, and the definition of incapacity is own occupation for the relevant time period of this complaint.

Mr G was signed off sick from 27 November 2023 onwards. He made a claim to L&G in February 2024 due to stress, anxiety and depression. L&G declined the claim. It said that Mr G had suffered from mental health issues for a long time, but he had been able to work with these issues. L&G thought the triggers for Mr G's absence were perceived workplace issues and personal stressors. So, it said Mr G didn't meet the policy definition of incapacity.

Unhappy with L&G's position, Mr G brought a complaint to this Service. One of our investigators reviewed the complaint. Having done so, she didn't think L&G had done anything wrong when it declined the claim for the reasons it did. Overall, she thought the evidence showed it was stress and workplace matters, rather than his illness, that prevented Mr G from returning to work. So, she didn't uphold the complaint.

Mr G didn't agree with the investigator's findings. He sent evidence to show his GP confirmed he was off sick due to anxiety and depression, and this was made worse by workplace issues. The investigator reviewed this evidence but said that this didn't change the outcome. This was because the evidence supported that workplace matters were the cause of the absence.

Mr G still didn't agree – he maintains the reason for his absence was anxiety and depression, which his GP has also stated. As no agreement was reached, the complaint has been passed to me to 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr G's complaint.

It's for Mr G to show that he has a valid claim under the policy. So, this means that he needs to show that he was incapacitated in line with the policy terms and conditions for the duration of the deferred period, and beyond. The deferred period here was between 27 November 2023 and 27 May 2024.

For the first 24 months, the definition of incapacity is *"own occupation"* which is defined in the policy terms as follows:

> *"Means the insured member is incapacitated by illness or injury that prevents him from performing the essential duties of his occupation immediately before the start of the deferred period."*

So, this means that Mr G needs to show that it was due to an illness that he was prevented from performing the essential duties of his occupation. And it's important to note that this doesn't mean his job with his employer, it means his occupation with any employer.

It's not in dispute that Mr G has suffered from depression and/or anxiety for a long time, and he has been on a therapeutic dose of antidepressant medication for several years. So, I'm satisfied Mr G has an underlying illness.

But as L&G has said, it looks like Mr G was able to continue to work despite his illness for several years. So, I've considered the medical evidence carefully to see if it shows that it was his illness that prevented him from working.

As our investigator set out, the GP notes in 2023 over several months leading up to the absence, as well as during the absence, refer to workplace issues as well as stressors at home. These were due to Mr G caring for a family member who was ill. The GP notes refer to several issues in the workplace, including grievance, bullying, capability assessment, performance management, pressure to take redundancy and treatment by his managers. And I can see that in December 2023 it was noted that Mr G was scared to go back to work, and there are several mentions of stress in the fit notes.

I appreciate the GP wrote on 9 May 2024 that Mr G had been off sick due to depression/anxiety. However, this letter also explains how this was made worse by workplace issues. The GP also said Mr G had had some psychological therapy and continued to take antidepressants. I can also see screening tools for anxiety and depression suggested Mr G suffered from both severely.

However, I'm not persuaded that the medical evidence shows Mr G's absence was due to his illness – rather, it seems to have been mainly due to workplace issues and stress. These are not covered by the policy definition of "incapacity". In other words, the evidence doesn't show that if all workplace issues were removed – for example, that Mr G worked for another employer – that he would still have been absent due to his underlying illness.

This is also supported by a report by a Vocational Clinical Specialist ("VCS") in April 2024 who thought Mr G was fit to work, and the evidence didn't indicate the absence was clinical in nature. Rather, it was due to work related issues and caring needs for a family member.

Overall, having considered everything, I don't think L&G has done anything wrong when it declined the claim. This is because I'm more persuaded that the medical evidence shows that Mr G's absence was mainly due to workplace issues and stress, rather than his underlying illness.

I'm sorry to disappoint Mr G, but I don't think L&G acted unfairly or unreasonably in the circumstances of this complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 18 August 2025.

Renja Anderson
Ombudsman