

The complaint

Mr G complains that Legal and General Assurance Society Limited ('L&G') has unreasonably refused a claim he made under a group income protection policy.

What happened

Mr G is a member of his employer's group income protection policy. Benefit of 50% of Mr G's salary is provided under the policy in the event that he is incapacitated due to illness or injury, for the duration of a 26-week deferred period and beyond.

In October 2023, Mr G became absent from work and was signed off with stress. He had recently taken on a new role, which entailed working significantly in excess of his contractual 40-hour working week. From January 2023, his fitness certificates recorded that he was off sick with tremors in his limbs, originating in his right hand.

Mr G's employer lodged a claim to L&G and Mr G completed a member's statement detailing his medical history. The policy's deferred period ended in respect of Mr G's absence on 21 April 2024.

In July 2024, L&G refused the claim. It said Mr G appeared mostly unrestricted in his day-to-day activities and was able to complete tasks such as domestic duties and socialising. And, it said it was assessing Mr G against functional capability, where the absence is due to clinical illness or injury, and no diagnosis was confirmed. Further, it noted the medical evidence showed Mr G had been suffering from workplace stress, which it said was not a clinical illness of itself.

An appeal was submitted to L&G by Mr G's employer in August 2024, which was treated as a complaint. In summary, it said that Mr G's absence wasn't work related, as he had now been confirmed to have a suspected orthostatic tremor.

In December 2024, L&G rejected the complaint. It said the updated medical evidence now showed that the treating consultant had determined that Mr G didn't have an orthostatic tremor, though he still experienced tremor symptoms. However, Mr G was recorded as having tremor symptoms for many years and decades previously, and he had been able to work during those periods without impact on his functionality.

Mr G referred the complaint to this service. He said that he wanted L&G to acknowledge the reality of the situation – that he was and remains unfit for work – and pay his claim. He also said that he felt L&G hadn't properly looked at the evidence from the specialists, his GP, and the occupational health ('OH') reports – the latter of which post-dated the complaint rejection.

An investigator from this service reviewed the complaint, but he didn't think it ought to succeed. He thought that L&G had assessed the claim fairly, based on the evidence and the medical opinions it received.

Mr G said he didn't accept the investigator's findings. He made a number of further comments, noting:

- The involuntary tremors have a huge effect on his daily life, causing extreme fatigue, pain, headaches and poor sleep.
- His GP has confirmed consistently that he isn't fit for work.
- The information L&G has relied on isn't fair.
- He has now undergone a further OH telephone assessment dated 11 February 2025, and sent a copy to L&G.
- He wants an ombudsman to review the complaint.

L&G did not have any additional comments to make in respect of the complaint. It confirmed it had otherwise written to Mr G on 15 July 2025 in respect of his new medical evidence.

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.

I was sorry to hear how difficult things have been - and continue to be - for Mr G due to his ongoing health concerns. I also appreciate that Mr G has taken time and effort in seeking evidence to satisfy his claim.

However, I won't be making findings on every piece of medical evidence. That is because this service's role is to investigate disputes and resolve complaints informally, including taking into account relevant laws, regulations and industry guidance, where necessary.

So, I've set out the background to this complaint in less detail than the parties and I've done so using my own words. And, in reaching my conclusions, I've focused solely on what I consider are the key issues. Our rules allow me to take this approach; it simply reflects the informal nature of our service as a free alternative to the courts, and no discourtesy is intended by it. If there's something I haven't mentioned, it isn't because I've ignored it. It's since I don't need to comment on each individual argument to be able to reach what I consider is the right outcome in the circumstances.

On that basis, I haven't set out the complete details of Mr G's medical or employment circumstances, though I've carefully considered everything I've seen when reaching my decision.

It's also important that I make the parameters of this decision clear. I will only be considering the evidence which was available to L&G up to the point it issued its final response to Mr G's complaint in December 2024, endorsing its decision to refuse the income protection benefit claim. I know Mr G continues to seek additional information to support his position – and I'll refer to that at the end of this decision.

Regulatory rules require L&G to handle claims promptly and fairly and to not unreasonably reject a claim. I've therefore considered the evidence provided by the parties alongside the terms and conditions for Mr G's employer's group policy to determine whether I believe L&G treated him fairly and reasonably by refusing his income protection claim.

Having done so, I agree with our investigator that this complaint should not be upheld. That means I won't be asking L&G to pay the claim retrospectively. I know this will be a disappointment for Mr G, but I'll explain my reasons for reaching this view below.

The policy terms set out when the income protection benefit is payable after the deferred period, based on the employee's "own occupation" definition, which says:

"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. The insured member's capacity to perform the essential duties of his own occupation will be determined whether or not that occupation remains available to him."

Within that, 'essential duties' has a policy definition, which says:

"Means the duties that are normally required for the performance of the insured members insured occupation and which cannot reasonably be omitted or amended."

I've thought carefully about everything Mr G has said. L&G has concluded that it hasn't seen enough medical evidence to ascertain that Mr G has been continuously incapacitated for the 26-week deferred period and beyond. And I find its decision fair in these circumstances.

I recognise that the tremors Mr G suffers from are debilitating and these cause the wide-ranging effects he has described on his everyday life. I also realise this impact is such that Mr G felt (and continues to feel) no longer able to perform the material duties of his employment. He has shown how his GP continues to sign him off on that basis, and telephone OH assessments have agreed he cannot work currently. However, not being able to work doesn't automatically mean the policy terms were met.

To satisfy the policy definition, Mr G must demonstrate, on balance, that his illness is the primary reason for his incapacity and the impact of that illness prevents him from undertaking the material duties of his employment. It isn't my role to substitute my view for that of L&G to make that determination. Rather, I have considered if L&G has fairly assessed the medical information it has seen when deciding the policy definition hasn't been met.

L&G's chief medical officer ('CMO') set out how at the time of an early assessment by a consultant neurologist (Dr R), Mr G's neurological tests showed normal cranial nerves and normal tone, power and reflexes in all four limbs.

The CMO recognised that a second consultant neurologist (Dr B) observed Mr G in May 2024, noting that:

"There was no rest tremor in the upper limbs. In both arms, there was a grade 2/10 postural and intention tremor. There was no tremor in the legs. On standing he had a fine tremor of both legs, more evident on the left than the right. I concluded that he has a mild orthostatic tremor."

Finally, he finds the travelling necessary for his work very stressful....Consequently, he should make an appointment with Occupational Health to see whether it would be possible for him to have an office-based job, so that he does not have the stress of travelling."

And by July 2024, Dr B said:

"The nerve conduction and EMG studies performed by Dr [C] (consultant clinical neurophysiologist) shows that [Mr G] has no evidence of either a carpal tunnel syndrome or a mild sensory neuropathy. Dr [C] was unable to confirm that he has orthostatic tremor, as there was no leg tremor present on standing when he

assessed [Mr G]. These results are most reassuring and do not change his management.”

From this, the CMO concluded that though there may have been an escalation of Mr G's longstanding tremors, there were no other neurological findings nor any evidence of impact on Mr G such that he would be incapacitated from performing the essential duties of his own job (noting some could be adjusted, but this hadn't yet been considered).

I haven't seen any objective reason to conclude that L&G's CMO has drawn unfair or unreasonable conclusions from the information it has been presented with by Mr G and his employer. I am therefore satisfied that L&G fairly concluded that it hadn't seen sufficient evidence that Mr G's illness prevents him undertaking the essential duties of his insured role.

Rather, the OH assessments have set out that adjustments to the role might need to be considered, but these have not been defined beyond removing the requirement to travel overseas 1-2 times each month. And the Vocational Clinical Assessment Mr G undertook in August 2024 concluded that:

“Considering the evidence and information available to date and based on the member's reporting today, in my clinical opinion the member is fit to return to work in their insured role.. ... There appears to be insufficient objective evidence of illness or injury of sufficient severity to result in total incapacity for the member relative to the demands of his own occupation, and he remains a functional individual completing activities of daily living and social activities with his friends and family...The member presented as an open and honest individual throughout the call. He has experienced an exacerbation of his physical symptoms of tremor as a direct result of work related stress. He has since been diagnosed with an orthostatic tremor and is receiving further investigation and treatment for this. The member however has experienced this tremor for multiple years and it has not hindered his ability to perform his cognitively demanding role in the past. The member appears mostly unrestricted in his day-to-day activities and is a functional individual completing activities such as domestic duties and socialising...”

It follows that I do not believe that this complaint should succeed in respect of L&G's decision to decline Mr G's income protection claim. I cannot agree that it has treated Mr G unfairly or unreasonably in concluding that he hadn't met the policy definition of incapacity during the deferred period and beyond based on the combined medical evidence presented. That means I cannot ask L&G to revise its decision outcome or to pay his claim.

Though I appreciate my decision will be disappointing for him, Mr G is not prevented from submitting new medical evidence via his employer to L&G for its consideration (as I understand he did following an OH report in February 2025). Mr G is also not precluded from making any fresh complaint to L&G, should he remain dissatisfied with L&G's recent reply. Finally, the employer is also able to pursue a further claim or seek any fresh evaluations such as additional vocational clinical assessments or OH reports, if appropriate.

My final decision

Despite my genuine empathy for Mr G's position, I cannot uphold this complaint for the reasons set out.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 September 2025.

Jo Storey
Ombudsman