DRN-5749535

The complaint

X is unhappy Legal and General Assurance Society Limited (L&G) stopped paying her claim.

What happened

X has a group income protection policy with her employer that is underwritten by L&G. It pays a benefit if she is unable to work due to an illness throughout a deferred period of 26 weeks and beyond.

On 1 August 2023, X became absent from work and made a claim on the policy. L&G accepted cover and started payment of the benefit under the policy.

In January 2025, L&G wrote to X to say they were ceasing her benefit payments from 28 February 2025 as they no longer thought she met the definition of incapacity under the policy.

X appealed, but L&G maintained its decision to cease payments.

Unhappy with this X referred the matter to this service. Our investigator looked at what had happened and said she thought L&G had fairly terminated cover.

X disagreed. In summary she said:

- She'd been signed off from the doctor until the end of March 2025 and didn't feel confident to return to work sooner.
- They made their decision to terminate cover too soon and her appeal should've been dealt with quicker.
- She's already had to take annual and sick leave during the first three months of her phased return because she isn't ready to be back at work. She thinks L&G should compensate her for this.

X also informed us she is now undergoing further cancer treatment. Our investigator explained the new treatment wouldn't form part of this complaint. Any new evidence on changes in X's health or treatment would need to be sent to L&G for their consideration in the first instance.

So, the case was passed to me for 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 L&G has a responsibility to handle claims promptly and fairly and shouldn't reject a claim unreasonably.

The definition of incapacity set out in X's policy is:

Suited Occupation

Means the insured member is incapacitated by an illness or injury so that [they are] unable to undertake all occupations which we consider appropriate to [their] experience, training or education.

…For this definition 'own job' means the essential duties required of the insured member in [their] occupation immediately before the start of the deferred period

In this case Mrs B provided sufficient evidence at the start of her claim to satisfy the policy term of incapacity. L&G then terminated the claim from the end of February 2025 because they said the medical evidence demonstrated X was able to begin a phased return to work from January 2025.

So I've considered if L&G's decision to end the benefit in February 2025 was reasonable based on the medical evidence they had at the time.

X's Cancer Specialists

I've carefully considered the reports from X's Cancer specialists.

During a consultation in October 2024 it's reported that a work focussed discussion took place and X said she was aiming to return to work on a phased return in January 2025 once she'd spoken to her manager. Then in the next consultation in December 2024 X said she was keen to return to work and had contacted her manager to plan her phased return to work.

I don't think it was unreasonable for L&G to rely on this and conclude X was planning to return to work in January 2025 so benefit would no longer be payable.

Following her consultation on 6 January 2025, X's Cancer specialists issued an End of Care Summary document. This said X was better equipped at managing her fatigue and concluded:

> "*she'd made significant progress physically with regards to her ability to return to work. Some reasonable adjustments would provide her with support for a return - such as a phased return and reduced time spent standing*."

I note X's argument that this wasn't her final consultation with her Cancer specialist, but I still think it was fair for L&G to rely on this expert opinion about X's recovery and ability to start a phased return to work in January 2025.

X disputed this evidence from her Cancer specialist, so L&G contacted the nurse and psychologist directly for further clarification. Both medical professionals confirmed this report was a true reflection of their concluded summary about X's ability to start a phased return to work from January 2025. So I'm satisfied it was fair for L&G to rely on their opinion that X was able to return to work with adjustments
.
This report also explained X was still adjusting to her cancer diagnosis and the changes that have happened to her body – especially the loss of her hair. And this was a potential barrier for her returning to work. I empathise with this and can appreciate X's concerns that her physical appearance changed after the treatment she received. However not being able to work because she is worried about her appearance (even though this has been caused by an illness) isn't something that is covered by the policy.

Vocational Specialist:

I've also considered the evidence from X's vocational specialist that supports X's ability to start a phased return to work.

In December 2024 the specialist recorded that X was planning to return to work on a phased basis in January 2025. A review call was booked for 17 January 2025 to continue to assess her progress and discuss her return to work in line with the medical evidence.

At their next appointment in January 2025, X reported that she wanted to return to work but didn't feel ready due to her hair loss. But she confirmed her condition has improved and she'd meant to meet her manager earlier this month to discuss her return to work, but they'd cancelled on her. I think this is persuasive testimony from X herself that she was able to return to work but didn't feel comfortable or ready to do so because of the way she looked following her cancer treatment.

The specialist concluded that X is fit to perform her own role or an alternative role, with support and adjustments. She recommended an eight week phased return to work plan. I'm satisfied it was reasonable for L&G to rely on the evidence from X's vocational specialist team. They had regular telephone assessments with X throughout her absence and were best placed to inform L&G on her return to work capability.

Based on the above medical evidence from both X's Cancer team and vocational specialist team, I think L&G had enough to fairly terminate X's claim as she no longer met the definition of incapacity.

X is unhappy L&G didn't request her medical records from her GP before stopping her benefit payments. But I don't think they needed to because they had enough evidence from her treating cancer specialists and the vocational specialist team to show she was medically capable of a phased return from January 2025. And I'm not persuaded their decision to terminate cover was rushed.

I appreciate how upsetting it must've been for X to be informed her benefit payment was stopping the following month. I understand the impact this caused her and the financial concerns she had. But for the reasons I've explained above I think the decision to terminate cover was fair. And overall, I think L&G handled the claim and appeal within a reasonable timeframe. So there isn't anything more I could reasonably ask them to do here
.
I'm sorry to learn that X is now undergoing further treatment and has been taking leave from work. But for the reasons I've explained above, I'm satisfied it was fair for L&G to rely on the medical opinions they did and terminate cover.

I know this will be disappointing for X. But the fit note from her General Practitioner against the evidence from her treating specialist just isn't enough to show she was still medically unable to start a phased return at the time of the termination.

My final decision

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 27 October 2025.

Georgina Gill

Ombudsman