

## **The complaint**

Mr D is unhappy that Legal and General Assurance Society Limited have declined a claim he made on his income protection policy.

## **What happened**

Mr D made a claim on an income protection policy. Legal and General declined the claim.

Mr D appealed the decision but Legal and General's position on the claim didn't change. They maintained their view that Mr D's absence was due to workplace stress and declined the claim. Mr D made a further complaint to the Financial Ombudsman Service.

Our investigator looked into what happened. She didn't think Legal and General had acted unreasonably when declining the claim, considering the available evidence.

Mr D didn't agree and asked an ombudsman to review the complaint. In summary, Mr D felt the medical evidence and other information that had been provided supported that he had a valid claim under the policy.

## **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'm very sorry to read of the circumstances which led to Mr D's claim. I have a lot of empathy with the circumstances he's described in relation to his health and his personal circumstances.

The relevant rules and industry guidelines say that Legal and General have a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions say that there is cover if the insured person can't work due to incapacity caused by an illness or an injury.

The relevant definition of 'incapacity' is 'own occupation' defined as:

The insured member is incapacitated by illness or injury that prevents them from performing the essential duties of their occupation immediately before the start of the deferred period.

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

The policy terms also say:

For the avoidance of doubt an insured member is not a disabled member if they are absent because of:

- i. Workplace issues; including an employer's failure to make reasonable adjustments, disputes between the insured member and their employer or employer demands.
- ii. Lifestyle choices, including taking time off to care for family or a dependent.

I'm not upholding Mr D's complaint because:

- I think Legal and General reasonably concluded that Mr D was absent from work due to situational workplace issues. That's consistent with the contemporary evidence which consistently referred to ongoing workplace issues as being the cause of absence. Therefore, I think they fairly concluded the main barrier to Mr D was workplace issues, rather than illness.
- I've considered the evidence and extensive comments Mr D has provided in response to the investigator's opinion. But I still think it's reasonable for Legal and General to conclude that the overall evidence indicates, in the circumstances of this case, that there were ongoing workplace issues.
- The evidence I've seen indicates that it's most likely Mr D was having ongoing issues at work. That included issues with his manager, that he was being performance managed and that he was discussing a potential settlement with his employer.
- I don't think Legal and General have placed an over-reliance on the contents of one report as Mr D has suggested. I'm satisfied they've fairly considered all the available evidence and that there are a number of references to workplace issues being linked to Mr D's absence. That includes Mr D's claim form, vocational clinical reports and reports from Mr D's psychiatrist.
- I've not found Mr D's representations about the wider medical evidence he's presented to be persuasive. Overall, I still think it was reasonable for Legal and General to conclude the main reason for absence was caused by work related issues, rather than an illness causing incapacity.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 21 November 2025.

Anna Wilshaw  
**Ombudsman**