DRN-5963544

The complaint

Mr A complains that Legal and General Assurance Society Limited (L&G) has maintained its decision to turn down an incapacity claim he made on a group income protection insurance policy.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I consider to be the main events.

Mr A is insured under his employer's group income protection insurance policy, which provides cover if Mr A is incapacitated from working due to illness or injury.

In August 2023, Mr A was signed off from work as a result of medical conditions, including Postural Orthostatic Tachycardia Syndrome (POTS). He made an incapacity claim on the policy.

L&G obtained medical evidence to allow it to assess Mr A's claim, including from occupational health, cardiologists, Mr A's GP and its own medical officer (MO). Based on the evidence, it ultimately considered a claim from a deferred period start date of May 2024. But it wasn't satisfied that Mr A had met the contractual definition of incapacity throughout the whole of the deferred period and beyond. Instead, it concluded that Mr A had been fit to work with reasonable adjustments and so it turned down his claim.

Mr A was unhappy with L&G's decision and he asked us to look into his complaint.

Our investigator considered all of the available medical evidence and he issued his assessment of Mr A's complaint in February 2025. He wasn't persuaded that L&G had acted unfairly and so he concluded that it had been reasonable for L&G to turn down Mr A's claim. The complaint was closed.

Subsequently, Mr A provided a new letter from his treating cardiologist, which was dated 28 February 2025. In brief, the cardiologist stated that Mr A had been incapacitated by his illness between March and December 2024, at which point Mr A had returned to work.

L&G reassessed Mr A's claim based on the new evidence, including seeking the opinion of its MO. It questioned why the cardiologist had concluded that Mr A had been incapacitated since March 2024, when they hadn't consulted with Mr A until some months later. L&G also noted that the cardiologist hadn't seen Mr A between June 2024 and the date he'd returned to work. It wasn't persuaded that there was evidence to show how or why Mr A's symptoms had improved and it remained satisfied that Mr A would have been able to have worked during the deferred period with reasonable adjustments.

Mr A asked us to consider a new complaint about L&G's claims decision.

Our investigator thought Mr A had provided sufficient evidence to show that he'd met the policy definition of incapacity from March 2024 onwards until the date he'd returned to work.

So he recommended that L&G should accept and pay Mr A's claim, together with interest.

L&G disagreed and therefore, the complaint was passed to me to decide.

I issued a provisional decision on 23 October 2025, which explained the reasons why I didn't plan to uphold Mr A's complaint. I said:

'First, I'd like to say how sorry I was to hear about Mr A's ill-health and the impact this situation has had on him. I'd also like to reassure Mr A that while I've summarised the background to his complaint and his detailed submissions to us, I've carefully considered all he's said and sent us. In this decision though, I haven't commented on each point he's raised and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

I must also make the parameters of this decision clear. We have already considered Mr A's complaint about L&G's decision to turn down Mr A's claim. Our investigator issued an assessment, in February 2025, which took into account all of the medical evidence which had been provided up until that date. That complaint was closed. This particular complaint concerns L&G's decision to maintain its decline of Mr A's claim following its consideration of the cardiologist's letter of 28 February 2025. Accordingly, I will only be looking at L&G's consideration of the claim after that date. I won't be commenting on any previous medical evidence which our investigator looked at when he assessed Mr A's first complaint and nor will I be revisiting L&G's claims decision.

Additionally, I understand Mr A also now has concerns about a point L&G's MO made when they re-reviewed the claim – specifically in reference to whether Mr A sought occupational health input prior to returning to work. However, that wasn't a complaint point L&G dealt with in its final response to Mr A's complaint of 3 June 2025 and therefore, it wouldn't be reasonable or appropriate for me to consider that issue here.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think L&G treated Mr A fairly.

I've first considered the policy terms and conditions, as these form the basis of Mr A's employer's contract with L&G. Mr A made an incapacity claim, as he wasn't fit for work. So I think it was reasonable and appropriate for L&G to assess whether Mr A's claim met the policy definition of incapacity. This says that incapacity:

'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.'

This means that in order for L&G to pay Mr A incapacity benefit, it needed to be satisfied that he had an illness or injury which prevented him from carrying out the essential duties of his own occupation throughout the deferred period and afterwards.

It's a general principle of insurance that it's for a policyholder to show they have a valid claim on their policy. This means it was Mr A's responsibility to provide L&G with enough medical evidence to demonstrate that an illness had led to him being incapacitated from carrying out his own role.

L&G assessed the cardiologist's letter of 28 February 2025 and it sought the opinion of its clinical staff. And it wasn't persuaded that this was sufficient to show that Mr A's claim met

the policy definition of incapacity. So I've next looked at the available medical evidence to decide whether I think this was a fair conclusion for L&G to draw.

The cardiologist's letter clearly states that Mr A was incapacitated from carrying out the essential duties of his own role due to his illness between 15 March and 22 December 2024. The cardiologist described Mr A's symptoms, including severe dizziness and tachycardia, fainting episodes; cognitive dysfunction and chronic fatigue. The letter explained how and why these symptoms would affect Mr A's ability to carry out his own occupation. The cardiologist also says that no reasonable adjustments could have enabled Mr A to have continued working safely and effectively during this period.

I've considered this piece of evidence very carefully. It's a clear statement - from Mr A's treating doctor - that Mr A was incapacitated and it also clearly explained why. The letter also disputed L&G's earlier conclusions that Mr A would be fit to return to work with reasonable adjustments.

On the other hand, L&G's MO, an expert in occupational medicine, stated:

'There is no new clinical evidence…to support a change in functional capacity…

The 'to whom it may concern' letter dated 28/02/2025 is retrospective and states the member was unable to meet the essential duties of his own occupation precisely from 15/03/2024 to 22/12/2024, despite the member only being assessed once on 25/06/2024 during this period. This letter is inconsistent with the clinical timeline and functional context. The comments are not based on any objective, contemporaneous assessment for that period…

The February 2025 letter does not provide objective justification for incapacity and appears to have been issued at the member's request, without any new clinical review. It is retrospective in nature and inconsistent with contemporaneous clinical input or the member's documented functional behaviour, including his own self-directed return to work.

Where there is no documented change in the clinical presentation, no interim reviews between June 2024 and until after the member resumed work on his own accord and no new clinical findings, a generic statement of unfitness is insufficient to support exclusion from work. There is no documented change in condition, severity or treatment response during this period in 2024.

My opinion remains unchanged..:

'There is insufficient evidence of illness or injury of sufficient severity to support incapacity throughout the deferred period from 30/05/2024 and beyond against the demands of his own occupation, in my opinion. It is recognised that, like with any chronic conditions, episodic flare-ups can occur, which would be managed in the workplace in a reasonable manner, in line with current legislation for a role of this nature, in my opinion.'

It's important I make it clear that I'm not a medical expert. In reaching a decision, I must consider the evidence provided by medical professionals to decide which evidence I find most persuasive. It isn't my role to interpret medical evidence to reach a clinical finding – or to substitute expert medical opinion with my own.

However, having considered everything, I do find L&G's MO's comments to be persuasive. There is no evidence that the cardiologist saw Mr A prior to June 2024, so I can understand why L&G isn't satisfied that the cardiologist can reasonably conclude that Mr A was incapacitated from March 2024 onwards.

Additionally, given the cardiologist didn't appear to see Mr A between June 2024 and his decision to return to work in December 2024, it isn't clear what changed in Mr A's symptom presentation to suggest that he was sufficiently improved to return to work. I don't think it's unreasonable for L&G to want to be satisfied that there was a real change in Mr A's condition during this period. However, the cardiologist's letter gives no detail as to how or why Mr A's condition improved to the extent he could work with reasonable adjustments or why those reasonable adjustments wouldn't have been effective earlier. It also doesn't appear that Mr A sought advice from his treating cardiologist before deciding to return to work. And I'm mindful that the letter was written retrospectively, based on Mr A's self-reporting of his symptoms during that time.

On that basis then, on balance, I don't think it was unreasonable for L&G to have maintained that the new evidence from the cardiologist didn't sufficiently explain how or why Mr A was entirely incapacitated for the entirety of the deferred period between May 2024 and the date he returned to work. And I currently find it was reasonable for L&G to place more weight on its MO's clinical opinion, as an expert in occupational medicine, than the cardiologist's letter of February 2025.

I appreciate my decision will come as a disappointment to Mr A, especially considering I disagree with our investigator's view. But I don't currently think L&G has unfairly turned down his claim. And therefore, I'm not planning to tell it to pay any benefit.'

I asked both parties to send me any additional evidence they wanted me to consider.

Mr A disagreed with my provisional findings and I've summarised his detailed submissions below:

- He provided copies of medical evidence spanning 2023 and 2024 which he felt supported his position;
- He considered the medical opinion of the cardiologist outweighed the opinion of the MO and that I should therefore place more weight on the evidence of the treating doctor. He questioned the independence of the MO's opinion;
- He felt the contemporaneous letters from the time provided evidence of his condition throughout the relevant period and that his condition hadn't materially improved between March and December 2024;
- His return to work had been medically managed, with OH guidance;
- There had been a critical change in his condition by December 2024, as his medication had changed and rehabilitation had yielded an improvement in his condition – he was not fully recovered at this point;
- His employer's agreement to offer reasonable adjustments did not mean that he had not been incapacitated;
- He referred to another decision issued by our service which he felt was inconsistent with my provisional findings;
- He felt I had adopted L&G's arguments and the only fair outcome was for me to uphold the complaint and direct L&G to pay the claim in full.

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.

Having done so, whilst I'm very sorry to disappoint Mr A, I've decided not to uphold this complaint and I'll explain why.

First, I appreciate I've summarised Mr A's very detailed response to my provisional decision.

Again, I'd like to reassure him that I've considered the points he has made. However, I won't comment on each point he's raised. That's in line with our statutory remit to resolve cases quickly and informally. I will instead focus on what I think are the key issues.

The medical evidence

As I explained above, we previously considered a complaint about L&G's assessment of Mr A's claim in February 2025, which was closed. On 28 February 2025, the cardiologist provided their new letter in support of Mr A's claim. I explained that I would only be considering whether it was fair for L&G to maintain its decision to decline Mr A's claim following the receipt of that new evidence. I set out that I wouldn't be commenting on any evidence our investigator had already looked at or revisiting L&G's original claims decision.

The medical evidence Mr A has provided me with spans 2023 and 2024 and was largely included within the submissions for Mr A's previous complaint. It also pre-dates the cardiologist's letter of 28 February 2025. Therefore, it wouldn't be appropriate for me to consider that evidence as part of this complaint because it would effectively be relooking at the original complaint outcome we reached in February 2025.

This means then that I haven't taken this evidence into account or commented on it as part of this decision.

Other decisions of this service

Mr A believes my decision is inconsistent with another decision issued by this service. First, I must make it clear that each case is considered on its own individual facts and circumstances. Our decisions are not intended to form precedent. And in the case Mr A's referred to, the facts are quite different.

Has L&G appropriately considered the February 2025 medical evidence?

I'd like to thank Mr A for sending me detailed information about the cardiologist. It's clear that they are an expert in their field and I appreciate they had first hand experience of treating Mr A's condition.

On the other hand, the MO is an expert in occupational medicine. And therefore, I find it's reasonable for L&G to take their specialist opinion into account.

I accept the letter was a clear statement - from Mr A's treating doctor - that Mr A was incapacitated and it also clearly explained why. The letter rebutted L&G's earlier conclusions that Mr A would be fit to return to work with reasonable adjustments.

But I can see that L&G carefully assessed this evidence. While Mr A disputes that the letter was retrospective in nature, it covered a period between March and December 2024, so I don't think it was unreasonable for L&G to conclude it was indeed written retrospectively.

Moreover, it remains the case that given the cardiologist didn't appear to see Mr A between June 2024 and his decision to return to work in December 2024, it isn't clear from the medical evidence what changed in Mr A's symptom presentation to suggest that he was sufficiently improved to return to work. I note Mr A says it was a change in medication and rehabilitation, but this wasn't reflected in the cardiologist's evidence. I don't think it's unreasonable for L&G to want to be satisfied, through medical evidence, that there was a real change in Mr A's condition during this period. It's still the case that the cardiologist's letter doesn't detail how or why Mr A's condition improved to the extent he could work with reasonable adjustments or why those reasonable adjustments wouldn't have been effective

earlier. And I don't think it was unfair for the MO to have concluded that Mr A hadn't sought advice from his treating cardiologist before deciding to return to work.

That isn't to say that Mr A didn't need adjustments when he returned to work. But any need for adjustments doesn't necessarily mean that his claim should be paid.

On that basis then, on balance, I still don't think it was unreasonable for L&G to have maintained that the new evidence from the cardiologist didn't sufficiently explain how or why Mr A was entirely incapacitated for the entirety of the deferred period between May 2024 and the date he returned to work. And, for those reasons, I'm still persuaded that on the specific facts of this case, it was reasonable for L&G to place more weight on its MO's clinical opinion, as an expert in occupational medicine, than the cardiologist's letter of February 2025. I'd add that I've seen no persuasive evidence that the MO didn't assess the evidence fairly. This means I still don't think L&G acted unreasonably or unfairly when it concluded that Mr A hadn't shown he was incapacitated for the full deferred period and accordingly turned down his claim.

Overall then, despite my natural sympathy with Mr A's position, I'm not telling L&G to accept and pay his claim.

My final decision

For the reasons I've given above and in my provisional decision, I don't uphold this complaint.

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

Lisa Barham
Ombudsman