

## **The complaint**

Mr C is unhappy that Legal and General Assurance Society Limited ('L&G') has maintained its decision to decline a claim made under a group income protection insurance policy ('the policy').

## **What happened**

Mr C had the benefit of the policy through the policyholder (his ex-employer).

Towards the end of 2022, Mr C stopped work. He was signed off work by his GP.

Subject to the remaining terms of the policy, the policy can pay a benefit after Mr C had been off work for 26 weeks due to illness or injury ('the deferred period'). And due to Mr C's absence, a claim was made on the policy.

L&G declined the claim in early 2023. Mr C appealed and subsequently provided more information in support. In April 2024, L&G issued a final response explaining why it was maintaining its decision to not pay the claim.

Mr C brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and didn't uphold his complaint.

Mr C provided more information to L&G which he said supported his claim. L&G reviewed this and confirmed its position remained unchanged. L&G also issued a further final response.

Mr C brought a further complaint to our Service. Our investigator looked at the further information and noted that some of this had been considered by L&G before issuing its final response dated April 2024. He found that L&G had acted fairly and reasonably by reviewing the remaining information and concluding that it didn't impact its decision to decline the claim.

Mr C disagreed and raised further points in reply. These didn't change our investigator's opinion. So, Mr C's complaint has now been passed to me to consider everything afresh 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.

So, that everyone is clear, I'm only considering whether L&G has acted fairly and reasonably by maintaining its decision to decline the claim (set out in its letter to Mr C dated 4 June 2025 and final response dated 22 July 2025), taking into account the further information Mr C has more recently provided L&G.

I haven't considered whether it acted fairly and reasonably by originally declining the claim in early 2023 based on the information it had then. Another investigator had previously investigated that complaint and by way of an opinion dated 1 April 2025, she didn't uphold it. Mr C didn't request an ombudsman's decision in response to the investigator's opinion at the time.

I have a lot of empathy for Mr C's situation. I know L&G's decision to maintain declining the claim will have financially impacted him. However, for reasons set out below, I'm satisfied L&G has acted fairly and reasonably here.

### **The relevant policy terms**

Subject to the remaining terms of the policy, L&G will pay the monthly benefit provided that the member of the policy is a 'disabled member'. That has a specific definition in the policy terms which is:

An insured member who at any time:

- i. meets the incapacity definition; and
- ii. is not engaged in any other occupation...

The relevant definition of incapacity is 'own occupation' which is defined by the policy terms as:

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 decision to maintain the decision to decline the claim**

L&G has a regulatory obligation to not unreasonably decline an insurance claim.

I've also taken into account that it's for Mr C, when making a claim, to establish that he met the definition of incapacity as defined by the policy terms, and throughout the deferred period. It's not for L&G to show he didn't meet that definition.

I've considered the information Mr C has provided to L&G more recently (and which hadn't been provided before issuing its final response dated April 2024). That includes letters relating to a capability meeting with the policyholder, the letter giving notice to terminate his employment, a set of GP certificates certifying him as not being well enough to work and letters from occupational health dated 2023.

I'm satisfied L&G has fairly and reasonably maintained that there's insufficient evidence to establish that he met the policy definition of 'incapacity'. I'll explain why.

- It isn't disputed that Mr C was certified as being unfit to work by his GP throughout the deferred period (and beyond), initially with "possible recent covid infection" and "feeling unwell". However, the policy has a specific definition which needs to be met. So, whilst relevant, I don't think being signed off work by his GP automatically means Mr C was 'incapacitated' during the entirety of the deferred period.
- The occupational health reports are dated June and August 2023, so shortly after the end of the deferred period. They give limited objective insight into how Mr C's health conditions impaired his functionality or impacted his ability to work (particularly during the entirety of the deferred period). And although the occupational health nurse concludes that Mr C was unfit to work around the dates the reports were produced,

that's based on Mr C's self-reporting of symptoms.

- The cardiology letter dated March 2023 (so from the time of the deferred period) also provides limited objective insight into the limitations relating to Mr C's symptoms and how they impacted his ability to work. Comments are made about his appearance and that Mr C "gives the impression that he is finding basic ADLs [activities of daily living] challenging" but no further detail is given about that. And again, the letter refers to Mr C's self-reporting of symptoms. The report concludes that his symptoms are unlikely to be those of stable angina.
- It isn't disputed that Mr C's employment was terminated by the policyholder on the grounds of ill health. That was after Mr C had confirmed that he was unfit to return to his role and there wasn't any indication of when he may be fit to return to work. However, the letter giving notice to end his employment is dated February 2024 – around nine months after the end of the deferred period. I don't think this letter is persuasive in establishing that Mr C was 'incapacitated' as defined by the policy terms during the deferred period.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 April 2026.

David Curtis-Johnson  
**Ombudsman**