

The complaint

Mrs S complains Legal and General Assurance Society Limited (Legal and General) has declined the claim she made under an income protection insurance policy.

Mrs S is being represented in this complaint by a family member, but for ease I've referred to Mrs S throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mrs S's employer held an income protection policy which provided cover for Mrs S. The policy was underwritten by Legal and General. In 2023 Mrs S submitted a claim under the policy explaining she had been signed off work due to depression.

Legal and General investigated Mrs S's claim but in November 2023 declined it. It said Mrs S's incapacity had been caused by stress which wasn't an illness or injury and so she hadn't met the policy definition of incapacity. The policy was subsequently cancelled by the policyholder in January 2024.

Mrs S appealed Legal and General's claim decision and provided additional evidence. However, in June 2024 Legal and General wrote to Mrs S maintaining its decision to decline her claim. It also said there appeared to be some inconsistencies in the information it was provided at the point of the policy application and so it was investigating this.

Following further discussions Mrs S raised a complaint with Legal and General about its claim decision. On 17 June 2025 Legal and General issued Mrs S with a final response to her complaint. It maintained its decision to decline Mrs S's claim. It also said as the policy was cancelled it stopped investigating the misrepresentation at the point of sale, but had this continued it would have resulted in an exclusion being added for mental health issues or the policy being voided. Mrs S referred her complaint to this Service.

Our Investigator looked into things. She said she thought Legal and General had acted fairly when it declined Mrs S's claim.

Mrs S didn't agree with our Investigator. She provided a detailed response but in summary she said she had now provided a new occupational health report which confirmed she wasn't fit to work during the period the claim covered.

As an agreement couldn't be reached, the complaint has been passed to me 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.

I want to acknowledge I've summarised Mrs S's complaint in less detail than she's presented

it. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs S and Legal and General I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I'm aware Legal and General were investigating a potential misrepresentation at the point the policy was purchased. However, it ultimately hadn't reached a conclusion about this before the claim was declined and the policy was cancelled by the policyholder in January 2024. So, as part of this decision I won't be commenting on the misrepresentation concerns Legal and General raised during Mrs S's claim.

The relevant rules and industry guidance explain Legal and General shouldn't unreasonably reject a claim.

The terms of the policy state:

'Definition of incapacity

We will assess any claim to establish if the **life insured** lacks the capacity to perform the material and substantial duties of their own **occupation**, as a direct result of their illness or injury.'

The policy also includes a four week deferred period. This means Mrs S would need to be continuously incapacitated for four weeks before any benefit is paid.

The onus is on Mrs S to prove her claim. So, this means Mrs S would need to show, through medical evidence, she met the policy definition of incapacity throughout the deferred period and beyond.

Legal and General considered the medical evidence Mrs S provided, but it wasn't persuaded this demonstrated Mrs S met the policy definition of incapacity. I've considered the relevant medical evidence which I'll summarise here:

- In May 2023 Mrs S was signed off work by her GP due to stress and depression. The GP notes at this time mention difficulties in her personal life, and that Mrs S wanted a sick note to recompose and take back control.
- In August 2023 Mrs S had a consultation with a vocational clinical specialist. The specialist concluded Mrs S was fit to undertake her insured role and that her absence wasn't primarily medical. They said in their report that Mrs S was experiencing stress and that stress itself wasn't a clinical illness.
- The GP notes from August 2023 say Mrs S had reported her situation was getting worse, highlighting the previous difficulties in her personal life. Mrs S's GP referred her for therapy, noting in the referral Mrs S was feeling extremely overwhelmed by her family situation.
- In November 2023 Mrs S was prescribed medication by her GP.
- In December 2024 Mrs S's GP wrote a letter in support of Mrs S's claim. They said during a telephone consultation in May 2024 they had a long chat about Mrs S's inability to focus with reduced cognitive function. They said in further face to face consultations Mrs S showed signs of severe depression and given her impairments, she was not able to perform the essential duties of her own occupation.

- In December 2025 Mrs S provided an undated report from a consultant occupational physician. In their report the physician has concluded that in their opinion Mrs S has been unable to work in any capacity since April 2023 due to the severity and persistence of her depressive illness.

Based on the medical evidence provided, I don't think it was unreasonable for Legal and General to conclude Mrs S's absence, up to the point the policy was cancelled in January 2024, was due to stress related factors rather than a clinical medical illness. The vocational clinical specialist was clear in their report that they believed the reason for Mrs S's absence wasn't primarily medical based, and that she was experiencing stress due to personal factors. I think this is supported by the GP notes which make reference to Mrs S's difficulties in her personal life.

I acknowledge Mrs S's GP wrote a letter in December 2024 in support of Mrs S's claim. However, much of this letter details symptoms Mrs S had been experiencing following a consultation in May 2024 which was a number of months after the policy had been cancelled. There was little detail about Mrs S's symptoms and her ability to work across the deferred period and during the period up to the policy cancellation.

I also acknowledge Mrs S has provided a report from an occupational physician who has concluded Mrs S has been unable to work in any capacity since April 2023. However, this report has been produced around two and a half years after Mrs S became absent from work, and around two years after the policy was cancelled. The physician didn't review Mrs S during the period of this claim and so the conclusions they have reached have been based on a consultation with Mrs S in late 2025 and the previous medical evidence available to Legal and General.

Legal and General has said this report didn't change its position given it didn't provide new evidence about Mrs S's condition during the relevant period this claim covers. Ultimately, I think Legal and General are entitled to rely on the contemporaneous medical evidence available, and I don't think it's unreasonable it hasn't changed its decision on Mrs S's claim based on this report.

Taking into consideration all of the evidence provided, I don't think it was unreasonable for Legal and General to decline Mrs S's claim. Whilst I acknowledge Mrs S has been through a very difficult period and I naturally empathise with her, I think it was reasonable for Legal and General to conclude that Mrs S hadn't met the policy definition of incapacity and therefore decline her claim.

My final decision

For the reasons I've outlined above, I don't uphold Mrs S's complaint about Legal and General Assurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 4 March 2026.

Andrew Clarke
Ombudsman