

The complaint

Ms B complains that Legal and General Assurance Society Limited (L&G) terminated a claim she made on an 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 believe to be the key events.

Ms B holds a personal mortgage protection insurance policy, which includes an income protection insurance benefit. The benefit provides cover if Ms B is incapacitated from working in her own occupation as a result of accident or illness.

Unfortunately, in 2020, Ms B became too unwell to work in her own occupation as a medical professional due to anxiety and depression. So she made an income protection claim. In 2021, L&G accepted that Ms B had shown she met the policy definition of incapacity and that her illness prevented her from working in her own occupation. It paid Ms B monthly benefit in line with the policy terms.

L&G periodically reviewed Ms B's claim to ensure she continued to meet the definition of incapacity. This included reviews with L&G's Vocational Clinical Specialists (VCS). In July 2023, Ms B was able to return to work in an entirely different job and sector. L&G continued to pay Ms B's claim, albeit on a proportionate basis, to reflect the pay she received from her new role.

Subsequently, in mid-2024, L&G reviewed Ms B's claim again, including with a Chief Medical Officer (CMO) and a psychiatrist medical officer. It noted that Ms B had been discharged from outpatient psychiatry in June 2023, following a marked improvement in her health. It noted too that in June 2023, Ms B had been discharged from psychological therapy. And in July 2024, during a VCS call, Ms B had stated that she was feeling much better and her anxiety was much better controlled.

Following its review, L&G was no longer satisfied that Ms B met the policy definition of incapacity. So, in July 2024, it let Ms B know it would be terminating her claim, with the last proportionate benefit being paid in November 2024.

Ms B was very unhappy with L&G's decision and she appealed. She also provided medical evidence from her GP in support of her claim. But L&G maintained its stance. So Ms B asked us to look into her complaint.

Our investigator didn't think Ms B's complaint should be upheld. Based on the available medical evidence, she didn't think it had been unfair for L&G to terminate Ms B's claim.

Ms B disagreed and provided new medical and other evidence. She said that it was unlikely the body responsible for the regulation of the medical industry would agree she was fit to practice in her old role.

The investigator asked L&G for its comments on the new evidence Ms B had provided. But it didn't change its view. And the investigator still didn't think L&G had acted unfairly. On that basis, Ms B's 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.

Having done so, whilst I'm very sorry to disappoint Ms B, I don't think it was unfair for L&G to stop paying her claim and I'll explain why.

First, I was sorry to hear about the circumstances that led to Ms B's claim and the symptoms she experienced. I don't doubt what a worrying time this must have been for her.

This claim was in payment for some years. This means that there is extensive medical and other evidence and both parties have provided detailed submissions. I'd like to reassure both parties that I've read and carefully thought about all they've said and sent us. In reaching my decision though, I haven't commented on each point that's been raised and nor do our rules require me to. Instead, I've focused on what I consider to be the key issues.

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 terms of this income protection insurance benefit and the available medical evidence, to decide whether I think L&G treated Ms B fairly.

I've first considered the policy terms and conditions, as these form the basis of the insurance contract between Ms B and L&G. There's no dispute that Ms B's claim was initially assessed and accepted in line with the 'own occupation' definition of incapacity. This says incapacity means:

'Your inability, caused by illness or injury, to carry out your gainful employment or self-employment.'

The policy goes on to say that L&G will pay benefit until the end of a member's incapacity (amongst other things).

In my view, L&G's terms make it clear that subject to other conditions, it will continue to pay benefit, for as long as it's satisfied that a policy beneficiary remains incapacitated. It's clear that whilst L&G accepted that Ms B was entitled to policy benefit for some years, it now considers that she's no longer incapacitated and is able to return to work in her own occupation. So I've thought about whether I consider this was a fair conclusion for L&G to reach.

It's for a policyholder to provide enough evidence to show that they have a valid claim under their policy. However, once a claim is in payment, it becomes the insurer's responsibility to show that the policyholder no longer meets the policy terms. Generally, I think it's fair and reasonable for an insurer to periodically review income protection claims and request medical evidence to determine whether a claim remains payable. So I think L&G was reasonably entitled to request medical evidence, CMO reviews and VCS reviews of Ms B's health during the life of the claim.

In June 2023, Ms B's psychiatrist wrote to Ms B's GP. I've set out below what I consider to be their key conclusions:

'I can see from the notes that (Ms B) has continued to do very well...and that, as planned, therapy has been drawing to a close.

Given the marked improvement that has now been achieved and sustained, I think it appropriate to proceed with discharge from the outpatient clinic back to your care...

I suggest that consideration could be given to a gradual reduction and discontinuation of (medication)...commencing around six months from now, if stability is maintained.'

Ms B's psychologist also wrote to Ms B's GP in June 2023. Again, I've set out what I think are the key points:

'(Ms B) reported improved mood, sleep and less self-critical thinking towards the end of our work together... However, although Ms B accepted that she could return to her previous (medical role) and perform to a high standard...she decided that she did not wish to return to work (with that employer) currently...Stating she feared returning to (previous employer) would result in burn out again....(Ms B) reported improved mood, reduced anxiety and increased functioning, sleep and socialisation...(Ms B) will now be discharged from...Clinical Psychology.'

In July 2024, Ms B underwent a VCS review. She told the VCS she didn't have a fit note because she was working full-time. She also reported that while she had a GP medication review scheduled, she had not had other services involved with her mental health for several months. The VCS noted:

'The customer reported that her anxiety symptoms are similar, but she is feeling much better than she was initially. Her anxiety is much better controlled now. She still cannot see herself going back to her previous job as this makes her anxious.'

The VCS recorded Ms B's future intentions as follows:

'The customer reported that currently she has no intentions to return to her previous role as that makes her very anxious.'

And the VCS stated: *'Her anxiety symptoms are now stable and it is difficult to ascertain if the customer could return to her insured role. However, it is unlikely that the customer will be able to return to clinical practice in the near future not only because that makes her anxious, but also because she needs to retrain to be able to get her licence back.'*

L&G noted that the last VCS review, Ms B's anxiety scores were normal and denoted mild depression

As I've explained, L&G referred Ms B's claim to its CMO, an expert in professional medicine. Again, I've set out what I find to be their key conclusions:

'There is no evidence of serious mental illness...The customer had made a sustained improvement, such that she is now discharged back to primary care..

Depression and anxiety are common conditions in the population, with a high prevalence within the medical profession...Many (medical professionals) can and do work with these conditions, noting there can be episodic exacerbations...This rarely forms the basis to totally exclude an individual from clinical duties, in my experience...

The customer's ability to safely work in another occupation and her other reported activity...indicate a good level of overall function and sustained recovery, in my view...

The customer has appeared [sic] stress and anxiety relating to her clinical role...However, this reflects a psychological response to job stress, rather than a medical illness or injury that incapacitates her from working as a (medical professional)...

My opinion is there is insufficient evidence to support ongoing incapacity relative to the demands of her own occupation...due to illness or injury, as per the policy definition in my opinion.'

A psychiatrist medical officer also reviewed the available medical evidence. Again, I've set out what I consider to be their key points:

'My opinion is that (Ms B) is not medically unable to work as a (medical professional) as a result of her anxiety...The barrier to returning to work is not her mental health disorder, but her fear of not being able to do the job and not making mistakes. Which will possibly lead to a relapse but it is not (the) fact that she has a mental health disorder that prevents her from returning. Her mental health disorder is seemingly in remission...'

On the other hand, Ms B's GP has provided evidence in support of her claim. In August 2024, the GP wrote to L&G, setting out the background of Ms B's illness and the treatment she'd received. They said:

'At most recent reviewed [sic] in July and August 2024, she was doing well day to day. She described significant anxiety related to providing first aid...and also any medical discussions with friends. Although appreciating she is much better than she was significant anxiety continues relating to medical discussion and decisions and she does not feel she is able to return to work as a (medical professional safely).'

Following our investigator's involvement, Ms B's GP wrote a further letter of support in November 2025. She said that Ms B had ongoing issues with depression and anxiety and stated that Ms B had been re-referred back to psychology for CBT. They said her mood continued to be low and she'd changed medication. They reported:

'In summary, since first review of Ms B in January 2020, she has been unable to return to work due to symptoms of anxiety, depression and also ongoing trauma related responses like flashbacks and rumination due to medical incidents and experiences at work.'

Additionally, Ms B provided three other letters in support of her claim, written by a family member and by friends, who are also medical professionals.

I've thought very carefully about the evidence that was available to L&G at the time it terminated Ms B's claim and later, in late 2025, when Ms B sent us the new evidence. 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 both medical professionals and other experts to weigh-up whether I'm persuaded it was fair for L&G to terminate benefit in November 2024.

It's clear that Ms B previously suffered from mental health conditions which required psychiatric input, as well as psychological treatment. I'm also mindful that she's continued to take medication, even after her discharge from psychiatry and psychology in June 2023. I was sorry to hear about the relapse in Ms B's condition the GP noted, which seems to have happened in the months after Ms B's claim was terminated.

However, the psychiatrist and psychologist's evidence of June 2023 shows that Ms B's symptoms had improved; that she was suffering from reduced anxiety and she was able to be discharged back to GP care. Both of these experts had a chance to discuss Ms B's symptoms and treatment with her and agree specialist treatment and therapy. And the

reduction in these symptoms seems to be borne out by the PHQ-9 and GAD-7 tests she underwent in July 2024 with the VCS. By Ms B's account to the VCS, it seems she was much better and her barrier to returning to work was broadly because it made her anxious, rather than because she was continuing to suffer from an incapacitating mental disorder which affected her functional ability. And both the CMO – an expert in occupational medicine – and the psychiatrist medical officer – who has a specialism in mental health disorders – concluded, having taken the evidence into account, that Ms B was no longer incapacitated by a mental illness. Indeed, they felt her illness was in remission. As experts in occupational health and psychiatry, I think both were well-placed to give an informed opinion on whether Ms B remained incapacitated. Ms B's GP isn't – according to my understanding – an expert in psychiatric medicine.

I appreciate Ms B's relative and friends have provided evidence in support of her claim, which both L&G and I have reviewed. I've also borne in mind Ms B's own detailed testimony and the regulatory information she's sent us. But I don't think it was unreasonable for L&G to be less persuaded by the potentially subjective, supportive nature of evidence from Ms B's friends and family. Instead, I can understand why it placed more weight on the objective evidence from the psychiatrist, psychologist and medical officers who provided evidence and insight into this claim.

On balance then, I don't think it was unfair or unreasonable for L&G to rely in particular on the evidence of its CMO and the psychiatrist MO to conclude that Ms B was no longer incapacitated from working in her own occupation in line with the policy terms. I've also seen no persuasive evidence that L&G failed to properly consider or give weight to what Ms B's own occupation had been or that it didn't take evidence into account fairly. This means then that I'm satisfied L&G didn't act unfairly when it terminated Ms B's claim.

It's open to Ms B to provide L&G with further evidence to support her position which post-dates the evidence she sent us in November 2025, should she wish to do so. If she's unhappy with the outcome of any assessment of new medical evidence she may send to L&G, she may be able to bring a new complaint to us about that issue alone.

Overall though, despite my sympathy with Ms B's position, I don't think L&G unreasonably terminated benefit. So I'm not directing it to pay her anything more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 13 March 2026.

Lisa Barham
Ombudsman