

## **The complaint**

Mrs D complains because Legal and General Assurance Society Limited ('L&G') stopped paying her income protection insurance claim.

## **What happened**

Mrs D is insured under a group income protection insurance policy, provided by L&G. Mrs D first became absent from work in 2021 and L&G began paying a claim for incapacity benefit.

In October 2022, after reviewing the claim, L&G said it wouldn't pay any further incapacity benefit after January 2023. L&G said this was because it thought Mrs D's symptoms no longer met the policy definition of 'incapacity'. When Mrs D complained, L&G reviewed additional medical evidence but didn't change its position.

Unhappy, Mrs D brought the matter to the attention of our service.

One of our investigators looked into what had happened but said she didn't think L&G needed to recommence paying Mrs D's claim. Mrs D didn't agree with our investigator's opinion and provided further medical evidence. As no resolution was reached, Mrs D's complaint has now been referred to me as the final stage in our process.

## **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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my decision about Mrs D's complaint.

The policy which Mrs D is insured under pays a benefit if Mrs D is incapacitated by an illness or injury so that she is unable to undertake all occupations which L&G consider appropriate to her experience, training or education. So, Mrs D must be unable to carry out not only her own occupation, but any suited occupations too.

I understand Mrs D says her medical condition hasn't improved since the claim was first paid. L&G initially accepted Mrs D's claim based on limited medical evidence. It may be the case that, if L&G had asked for more medical information at the outset, Mrs D's claim might not have been paid at all. L&G is entitled to review Mrs D's claim at regular, reasonable intervals to satisfy itself that she meets the policy criteria for a benefit to be paid. This includes requesting up-to-date medical evidence. The issue which I need to decide is whether L&G has demonstrated, based on the available medical evidence, that Mrs D doesn't meet the policy definition of incapacity and that she could work in a suited occupation.

I've considered all the medical evidence that has been provided, but I'm only referencing the evidence which is material to my final decision. In particular, evidence relating to the period

of time when Mrs D's claim was being paid isn't relevant to this decision.

Mrs D has provided statements of fitness to work from her GP, saying that she is unable to work due to osteoarthritis. While these statements do carry some evidential weight, I wouldn't usually consider that statements based on self-reported symptoms are sufficient evidence to demonstrate that a policyholder cannot carry out their own, or any suited, occupation. The threshold for a GP to issue such statements and/or the criteria which Mrs D would need to meet to receive state benefits are not necessarily the same as the policy criteria for a claim to be paid.

I've carefully considered the letter from Mrs D's GP dated 6 June 2023, which says that Mrs D has been certified as unfit to undertake any form of work. But I also need to take into account the much more detailed Functional Capacity Evaluations which were carried out on 3 August 2022 and 13 September 2022. These reports conclude that Mrs D's reported levels of disability and pain are not barriers which prevent her from returning to work in a suited occupation. And the reports specifically comment on Mrs D's 'frequent' ability to sit and 'occasional' ability to stand during the working day, with regular and frequent breaks.

The Transferable Skills Analysis report dated 7 October 2022 identified four possible suited occupations which Mrs D could carry out, with reasonable adjustments provided by the employer, based on her abilities as set out in the Functional Capacity Evaluations.

Based on the level of detail contained within them about Mrs D's functional abilities, I think the reports of 3 August 2022, 13 September 2022 and 7 October 2022 are more persuasive than the statements of fitness to work and the letter provided by Mrs D's GP.

I don't doubt Mrs D's diagnosis or that she is unwell, and I'm very sorry to hear about the levels of pain she experiences. But I don't think the available medical evidence supports a conclusion that Mrs D meets the policy definition of incapacity and is unable to carry out a suited occupation. This means I don't think L&G has acted unfairly or unreasonably by stopping Mrs D's claim payments and I won't be directing L&G to do anything further.

### **My final decision**

My final decision is that I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 20 September 2023.

Leah Nagle  
**Ombudsman**