

## **The complaint**

Miss H complains that Legal and General Assurance Society Limited applied an exclusion to her critical illness benefit. Miss H is also unhappy L&G told her she was at higher risk of getting cancer.

## **What happened**

The background to this complaint is well known to the parties, so I won't repeat it in detail here. In summary, Miss H applied for life and critical illness cover in April 2023. In her application she disclosed medical and family information which led to L&G applying an exclusion to her critical illness cover for breast and ovarian cancer.

Miss H complained, saying the exclusion was unfair and unsupported by medical evidence. She also said L&G should not be telling customers they are at increased risk of cancer as such statements should only be made by medical professionals. Miss H wanted the exclusion removed.

L&G didn't uphold Miss H's complaint, relying on its underwriting philosophy and guidelines, which it said was informed by research and claims experience.

Miss H brought her complaint to the Financial Ombudsman Service. Our investigator didn't uphold the complaint, so Miss H asked for an ombudsman to issue a final decision.

## **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'm aware I've summarised the background to this complaint. No discourtesy is intended by this. Instead, I've focused on what I find are the key points. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. I recognise Miss H will be disappointed by my decision and I'm sorry about that. But for the following reasons I'm not upholding this complaint.

On application Miss H disclosed a benign breast tumour and a family history of breast cancer. These disclosures resulted in L&G applying a breast and ovarian cancer exclusion to her cover. Miss H told us she consulted her doctors, who confirmed the information she disclosed doesn't mean she's at increased risk of cancer. She says L&G's decision is unfair.

Industry guidance from the Association of British Insurers requires firms offering critical illness benefit to provide cover for cancer. But that doesn't mean an insurer must provide cover for all cancers in all situations. An insurer is entitled to decide the type and level of risk it's willing to accept. L&G has explained that it's approach is informed by medical professionals who specialise in oncology and insurance underwriting. I've seen underwriting

information from L&G and I'm satisfied it's philosophy and guidance has been appropriately applied in Miss H's case and supports the decision L&G took to apply the exclusion.

I can understand Miss H's distress and frustration regarding the language L&G used in communicating the reason for the exclusion, notably, the reference to increased risk of cancer. In broad terms, L&G's statements about increased risk refer to factors that put an applicant outside of the insurer's risk appetite. But I can see that insufficient attention to the precise words used could result in an applicant thinking the insurer was making a medical, rather than an actuarial statement. I think L&G acknowledged this in May 2023, when its underwriter wrote to Miss H providing information about its approach. In the email, the underwriter acknowledged Miss H's comments about the communication of underwriting decisions, stating that they would be passed on for review.

Overall, whilst I recognise Miss H's frustrations, I don't think L&G has treated Miss H unfairly. So I won't be asking it to do anything more in respect of this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 18 April 2024.

Jo Chilvers  
**Ombudsman**