

The complaint

Ms M's complained that Legal and General Assurance Society Limited (L&G") unfairly declined her claim after she was diagnosed with breast cancer.

What happened

Ms M tells us she's bought a number of policies from L&G over the years. She bought the policy relevant to this complaint in 2017. It provided £20,000' worth of life and critical illness cover for a term of 13 years.

Ms M made a claim on the critical illness policy in 2022 following a breast cancer diagnosis. L&G declined that claim on the basis the policy excluded critical illness cover for breast cancer. Ms M brought a complaint about that decision to the Financial Ombudsman Service, but it wasn't upheld.

In late 2024, during reconstructive surgery to her affected breast, surgeons took a biopsy of her other breast. This sadly revealed a different form of cancer.

Ms M contacted L&G to try and make a claim. L&G advised her the exclusion also applied to this cancer so she couldn't make a claim.

Ms M complained. L&G reviewed what had happened and didn't change their claim decision. But they noted they'd offered Ms M a call with a claims assessor to explain their position more fully. That call didn't happen. L&G paid Ms M £100 compensation for that oversight.

Ms M wasn't satisfied with L&G's response and brought her new complaint to the Financial Ombudsman Service. Our investigator reviewed the available information and concluded L&G didn't need to do anything different to resolve the complaint. He explained he couldn't revisit the complaint Ms M had made in 2022 – he could only look at L&G's most recent decision. And he was satisfied it was reasonable for L&G to say the exclusion applied to any claim for breast cancer.

In respect of Ms M's testimony that previous policies had provided her with cover for breast cancer, the investigator noted that the policy documents she provided were for a different type of cover – not critical illness. So he was satisfied there was no previous policy under which Ms M could have claimed.

In terms of L&G's customer service, the investigator agreed that L&G should have called Ms M back as they promised. But he noted that wouldn't have made any difference to the decision she had no claim. He said the £100 L&G had paid was enough to compensate Ms M for not having the chance to better understand their reasoning.

Ms M didn't accept our investigator's view. So the matter's been passed to me to make a 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.

Having done that, I'm not upholding Ms M's complaint. I understand she's found this experience very upsetting and I'm sorry my decision will add to that upset. I hope it will help if I explain why I've made it.

We expect insurers to deal with any claim – or potential claim – promptly and fairly, and in line with the policy terms.

I've looked at Ms M's policy. As is usual with critical illness policies, it doesn't cover every possible condition. Rather, it lists the illnesses that are - and aren't – covered. Under the bold heading "**WHAT YOU ARE NOT COVERED FOR**" the policy says:

"No Critical Illness claim will be paid in respect of the disablement of [Ms M] resulting from:

- *breast cancer including any form of in situ carcinoma of the breast or any spread (metastases) from these. In addition, breast cancer including any in situ carcinoma and any spread are also removed from the cover provided by the cancer and carcinoma in situ of the breast clauses in the policy."*

I think that exclusion is clear. And, while I appreciate Ms M's position that she wants to claim for a different cancer in her other breast, I think it's clear that all breast cancer is excluded – regardless of which breast is affected. On that basis, I can't say L&G's decision was unreasonable.

I've also considered Ms M's submissions that an earlier policy she bought in 2011 didn't exclude cover for breast cancer but I've seen no evidence that makes me think L&G did anything wrong here. L&G have said they didn't provide Ms M with critical illness cover in 2011. And the evidence sent by Ms M shows this was a different type of policy, which expired in 2019. So I'm satisfied it wouldn't have paid Ms M a lump sum in 2024, regardless of whether it excluded breast cancer.

Finally, I've considered whether the £100 L&G paid was enough to compensate Ms M for shortcomings in their customer service. I acknowledge she was very upset when she learned she didn't have a valid claim. But, upsetting as that news undoubtedly was, the information L&G gave her was correct. The missed call would have provided Ms M an opportunity to ask questions to better understand L&G's decision. But I'm satisfied the decision wouldn't have changed.

In those circumstances, I'm satisfied £100 compensation is enough for L&G to pay. And, for the reasons I've set out, I don't think they need to do any more to resolve Ms M's complaint.

My final decision

For the reasons I've explained, I'm not upholding Ms M's complaint about Legal and General Assurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 26 June 2025.

Helen Stacey
Ombudsman

