

## **The complaint**

Ms G complains that Legal and General Assurance Society Limited (L&G) declined a claim on her life and critical illness policy.

Throughout the claim and complaint process, Ms G has had a representative helping her. In this decision, any reference to Ms G includes the actions and comments of her representative.

## **What happened**

Ms G took out a life and critical illness policy with L&G in July 2022. I'm sorry to hear about Ms G's cancer diagnosis in August 2023. Ms G raised a claim with L&G. L&G declined the claim as they said Ms G had misrepresented during her application. However, L&G agreed to rewrite the policy so it covered life assurance only and refunded some of her premiums paid for her critical illness cover. Ms G was unhappy and raised a complaint. L&G didn't uphold Ms G's complaint, they didn't think they'd done anything wrong. Ms G was still unhappy and so brought the complaint to this service.

Our investigator didn't uphold Ms G's complaint. They didn't think L&G had done anything wrong. Ms G appealed. She didn't think it was fair based on the questions and circumstances for the information to have been disclosed. As no agreement could be reached, the complaint has been passed to me to make 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether L&G acted in line with these requirements when it declined to settle Ms G's claim.

At the outset I acknowledge that I've summarised her complaint in far less detail than Ms G has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I'm very sorry to hear about Ms G's health. I wish her all the best with any future treatment.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard

of care is that of a reasonable consumer.

And if a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

L&G thinks Ms G failed to take reasonable care when she answered the following questions:

*"Have you ever:*

- *Had diabetes or a heart condition, for example angina, heart attack, heart valve problem, heart surgery?*

*Apart from anything you've already told us about in this application, during the last 5 years have you contacted a doctor, nurse or other health professional for:*

- *Chest pain, palpitations or irregular heartbeat?"*

L&G has provided me with Ms G's medical records. These show the following:

- April 2020 – Having shooting pains in left side upper chest and middle/right side of back
- January 2021 – borderline left ventricular hypertrophy, left atrium noted as mildly dilated and at least mild tricuspid regurgitation.

Ms G answered both the above question "no".

Ms G has raised she believed the chest pain was related to post-covid respiratory symptoms. The chest pain did occur around the time that Ms G suffered from covid. I can't see in her medical records that the chest pain was specifically not related to her covid infection. I also can't see any further chest pain noted. At the start of the "five year" question section, it states that you don't need to disclose any conditions that have already been disclosed. So, I don't think Ms G specifically answered this question incorrectly.

Ms G has raised the following points in relation to the heart question:

- Her heart valve condition wasn't diagnosed or disclosed as a concern
- Was never told she had heart disease
- Findings were incidental and classified as mild with no further follow up
- Consultant never explained the results to her as indicative of a disease or something requiring ongoing care

Based on the question asked, the answer given and the medical information, I do agree that Ms G misrepresented on this question. I don't agree that Ms G wasn't informed of her conditions. The consultant issued letters to Ms G's GP and I can see that copies were also sent directly to Ms G. In a letter from a consultation in September 2021, the consultant confirms that they've explained the results of the previous investigations and also the plan of

management for secondary prevention. Based on what I've seen, I think Ms G would have been aware that she had a heart condition and should have disclosed this in the application form.

I think the question is clear in what it wants to know and so I don't think Ms G took reasonable care when answering the question. Ms G has raised that she took reasonable care at the time due to the amount going on in her personal life which was placing enormous stress on her. Whilst I'm sorry to hear about everything Ms G had going on in her life at the time, and can imagine this must have been stressful, I don't think this in itself would mean Ms G couldn't have not taken reasonable care.

L&G have provided me with a statement from an underwriter and the relevant parts of their underwriting manual. Based on what I've seen, L&G wouldn't have offered Ms G critical illness cover, but would have offered her life assurance at a higher premium. As a result, I think Ms G's misrepresentation would be a qualifying misrepresentation under CIDRA.

L&G have confirmed they've classified the misrepresentation as careless. This is the lowest level of misrepresentation. I don't think the actions taken by L&G are unfair or unreasonable in the circumstances.

I'm very sorry that my decision doesn't bring Ms G more welcome news at what I can see is a very difficult time for her. But in all the circumstances I don't find that L&G has treated Ms G unfairly, unreasonably, or contrary to law in declining the claim.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Legal and General Assurance Society Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 3 September 2025.

Anthony Mullins  
**Ombudsman**