

The complaint

The estate of Mrs D complains that Legal and General Assurance Limited have declined a claim made on Mrs D's life insurance policy.

What happened

The estate of Mrs D claimed on her life insurance policy following her death. Legal and General declined the claim because they said Mrs D hadn't accurately disclosed information about her health when she applied for the policy. They said that had she accurately disclosed her medical history they wouldn't have offered her a policy.

The estate of Mrs D complained to Legal and General but they maintained their decision to decline the claim was fair. Unhappy, the estate complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought Legal and General had acted fairly when they concluded Mrs D hadn't disclosed information about her medical history. She was satisfied the policy wouldn't have been offered to Mrs D if the correct information had been disclosed.

The estate didn't agree and asked an ombudsman to review their complaint. In summary, they highlighted that the Transient Ischemic Attack (TIA) had occurred four years before the policy was taken out and hadn't required further treatment and that hypertension may have been perceived as controlled. Furthermore, they said Legal and General didn't seek additional medical information and the cause of death was unrelated to the non-disclosed conditions.

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.

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.

Legal and General thinks Mrs D failed to take reasonable care not to make a misrepresentation when she answered questions about her medical history when she took out the policy.

Mrs D was asked the following questions when she took out the policy in 2012. I think the questions were clear:

Have you ever been medically advised to reduce your alcohol consumption or been referred for specialist help to deal with alcohol consumption such as to an alcohol addiction unit or to alcoholic anonymous?

Have you ever had a stroke, mini stroke, transient ischaemic attack (TIA), brain haemorrhage or surgery to your blood vessels?

Apart from anything you have already told us about, during the last 5 years have you seen a doctor, nurse or other health professional for:

raised blood pressure, raised cholesterol or condition affecting blood or blood vessels, for example anaemia, excess sugar in the blood, blood clot, deep vein thrombosis?

Mrs D answered 'no' to all of the questions I've outlined above. Legal and General says she ought to have answered 'yes'. I've reviewed the available medical evidence and I'm satisfied Mrs D ought to have answered 'yes'. I say that because her medical records and other information demonstrate that Mrs D:

- Had disclosed a TIA abroad in approximately 2008 to a solicitor. She also referred to the TIA during a later admission to the accident and emergency department.
- Was diagnosed with high blood pressure from 2008 onwards and had multiple consultations for this. She was also prescribed with different medications during the relevant time period.
- Had been advised to reduce her alcohol intake on several occasions between 2008 and 2011, including following abnormal liver function tests.

I've considered what the estate of Mrs D has said about the reasons why she answered 'no'. I think Mrs D is most likely to have been aware of the conditions. I'm persuaded the above conditions and/or incidents were all significant health events. So, I don't think she took reasonable care when answering the questions asked.

Legal and General has provided underwriting evidence that if Mrs D had answered 'yes' to the relevant questions correctly they wouldn't have offered her the policy. This means I'm satisfied Mrs D's misrepresentation was a qualifying one.

The estate of Mrs D have said that her death wasn't linked to the conditions she failed to declare. I was sorry to read of the circumstances which led to Mrs D's death, which I appreciate was unexpected, and have a lot of empathy with the points raised by the estate in relation to this. However, that's not central to the outcome of the complaint. If Mrs D had answered the questions correctly then she wouldn't have been offered a policy at all and so she'd have never had cover.

Legal and General has said Mrs D's misrepresentation was deliberate or reckless. I agree Mrs D's misrepresentation was deliberate or reckless. Bearing in mind the nature of Mrs D's conditions, the frequency of her interactions with medical professional about her health conditions and that she'd relatively recently disclosed the TIA to a solicitor and medical

professionals, I think Legal and General reasonably concluded she acted deliberately or recklessly when answering the medical questions.

As I'm satisfied Mrs D's misrepresentation should be treated as deliberate or reckless. I've looked at the actions Legal and General can take in accordance with CIDRA. In such circumstances they are entitled to avoid the policy, decline the claim and retain the premiums. However, in this case, Legal and General have agreed to refund the premiums that Mrs D paid which goes beyond what they are required to do by CIDRA as that's the remedy that applies to 'careless' misrepresentation.

I appreciate that the estate of Mrs D were relying on the policy to cover funeral expenses and that Mrs D had paid premiums for a long time. However, as I've outlined above, Legal and General have refunded the premiums which goes beyond what CIDRA requires in such circumstances.

Considering all of the above I don't think it's fair and reasonable to uphold the estate of Mrs D's complaint.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs D to accept or reject my decision before 26 November 2025.

Anna Wilshaw
Ombudsman