

## The complaint

Mr P is unhappy that Legal and General Assurance Society Limited have declined a claim he's made on his former employer's group critical illness scheme.

## What happened

Mr P made a claim on his former employer's group critical illness policy following a diagnosis of Chronic Traumatic Encephalopathy (CTE) and pre-senile dementia. Legal and General declined the claim as they thought relevant exclusions in the policy applied. In summary, they considered that Mr P's symptoms had begun before the policy was taken out. They also considered there to be a link between the conditions and Mr P's involvement in playing a contact sport.

Mr P appealed the decision but Legal and General didn't agree to pay the claim. They maintained their decision was fair and in line with the policy terms. Mr P complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought Legal and General had fairly declined the claim based on the available evidence. Mr P didn't agree and asked an ombudsman to review the complaint.

Mr P says that the medical evidence doesn't support that he had symptoms of CTE prior to taking out the policy. And he highlighted that Legal and General had changed their position as they initially concluded the policy term regarding related health conditions didn't apply. Mr P also didn't consider Legal and General's position reasonable as they hadn't obtained medical evidence in support of it. So, the complaint was referred 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.

I'm sorry to read of the circumstances which caused Mr P to claim. I empathise with his circumstances and that of his family. I appreciate that it must have been, and continues to be, a worrying time for them.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mr P has, and in my own words. I won't respond to every single point made. No courtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

## The policy terms and conditions

In order to claim on the policy the relevant definition of pre-senile dementia must be met. It says:

A definite diagnosis by a consultant neurologist, psychiatrist or geriatrician. The diagnosis must be supported by evidence of progressive loss of ability to do all the following:

- i. Remember;
- ii. To reason; and
- iii. To perceive, understand, express and give effect to ideas.

For the definition, dementia secondary to alcohol or drug abuse is not covered.

The terms also say:

We will not pay benefit for any insured condition occurring within two years of an insured person joining the plan that has resulted from any Related Condition for which they:

- have received treatment;
- suffered symptoms of;
- have sought advice on; or
- were aware of.

For the above, the insured condition may have directly or indirectly resulted from a Related Condition. The decision as to whether something is a Related Condition will be based on the opinion of a medical adviser chosen by us. We have included a list of Related Conditions in the following section.

As long as a later diagnosis confirms this, we'll consider an insured person to have:

- had an insured condition;
- undergone an insured condition; or
- been in a duration period included in an insured condition definition

before they joined the plan, whether or not the insured condition had been formally diagnosed or not.

### **Have Legal and General unfairly declined the claim?**

The relevant rules and industry guidelines say that Legal and General have a responsibility to handle claims promptly and fairly. And they shouldn't unreasonably reject a claim.

I'm satisfied Legal and General have fairly declined the claim. I say that because:

- I think they reasonably concluded that there was a link between Mr P's involvement in a contact sport and the development of CTE and pre-senile dementia. Mr P had been involved in the sport for many years and had a long history of head injuries and/or trauma to the head area.
- I'm persuaded it was fair and reasonable to conclude that there were symptoms or that Mr P had an awareness of symptoms being present before the policy was inception. That's reflected in the available medical evidence. I appreciate that Mr P feels that this hasn't been fairly considered as he had a history of psychological

problems and couldn't have known the significance of the timeframes when he provided information about his symptoms during medical appointments. But, I think it's reasonable for Legal and General to rely on the available medical evidence, including the contemporary reports and information he provided to those involved in his treatment and care.

- Mr P's claim arose within the first two years of the policy. As there was a relatively recent history of relevant symptoms, and Mr P had some awareness of them, I think Legal and General reasonably concluded the exclusion applied.
- I've considered that Legal and General didn't commission their own expert report. However, that's not something that's required. The terms say that's Legal and General's decision and can be based on the opinion of a medical advisor chosen by them. That doesn't mean they have to instruct an independent expert in order to rely on the exclusion. That's at Legal and General's discretion and they are entitled to rely on the opinion of their own medical advisors, such as their Chief Medical Officer. That's what they've done in Mr P's case, and I think that's reasonable in the circumstances. And, in any event, there was medical evidence which consistently attributed the onset of the conditions to Mr P's longer-term involvement in a contact sport.
- Mr P is also unhappy that during the period of the claim Legal and General changed their position about whether the Related Condition exclusion applied. Having reviewed the timeline and the evidence submitted I don't think Legal and General acted unreasonably. They continued to review the evidence throughout the claims process and evidence was submitted throughout the time the claim was being considered, including during the appeals. So, in such circumstances, I think it's reasonable for Legal and General to make changes to their stance, especially where their interpretation or understanding of the available evidence has changed. In reaching that conclusion I bear in mind the complexity of the claim and the volume of medical evidence presented.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 December 2025.

Anna Wilshaw  
**Ombudsman**