

The complaint

Mr M has complained that Legal and General Assurance Society Limited ('L&G') unfairly declined his claim and voided his policies from inception.

What happened

Mr M bought a life and critical illness policy and an income protection policy in 2011. In July 2024, Mr M made a claim for critical illness benefit but this was declined. L&G said Mr M hadn't correctly answered questions about his medical history. And had he done so, it said it wouldn't have offered him the policies. It refunded the premiums on both policies.

Mr M complained and unhappy with L&G's response, referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think L&G had done anything wrong. Mr M disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me.

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 so, I don't think this complaint should be upheld. I'll explain why.

The background to this matter has been set out in quite some detail by the investigator. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.

When Mr M bought the policies, the relevant legislation was the Marine Insurance Act 1906 which requires a policyholder to act with utmost good faith when applying for a policy and telling an insurer about anything material to its decision about whether or not to offer cover.

L&G says Mr M didn't answer questions about his medical history correctly and had he done so, it would not have offered him the cover.

Mr M was asked:

"Apart from anything you have already told us about, during the last 12 months have you...had or been advised to have any investigations in hospital...had anything else for which you are awaiting a referral, investigations, results or treatment..."

He was also asked:

"Have any of your natural parents, brothers or sisters...been diagnosed with...Any OTHER disorder which runs in your family for which you are receiving regular follow up or screening."

Mr M answered no to the above questions, but he'd had an MRI scan at the end of 2010 as well as other tests in 2010, within the 12-month period.

In relation to 'any other disorder', this also should have prompted Mr M to disclose his genetic condition.

I am therefore satisfied that Mr M made a misrepresentation at the time he bought the policies.

L&G has provided its confidential underwriting information which shows that had Mr M answered the medical questions correctly, it wouldn't have offered him the policies. I can't share this information with Mr M but I have checked it very carefully.

And so L&G is entitled to decline the claim, void the policies from the start and refund premiums. As L&G has acted in line with how I would expect it to, I won't be asking it to do anything further.

I appreciate Mr M will be disappointed with my decision and I am sorry to hear of his ill health which led to him making a claim. I have fully considered his responses about why he answered the questions in the way he did. In summary, he has said L&G's questions weren't clear enough but I disagree. I think the questions were clear and should have been answered differently.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 January 2026.

Shamaila Hussain
Ombudsman