

## **The complaint**

Mr S has complained – in his capacity as trustee of the S trust – that Legal and General Assurance Society Limited (“L&G”) unfairly declined the claim he made when his former wife (Mrs S) passed away.

## **What happened**

Mrs S applied to L&G for a life insurance policy in November 2014. Based on the information she provided in the application, L&G offered her a policy which commenced in December 2014.

Mrs S sadly passed away in summer 2024. So Mr S made a claim on the policy. L&G obtained and reviewed Mrs S’s medical records as part of the claim assessment. Having done that, they decided Mrs S hadn’t provided accurate medical information in her application, because she’d answered “no” to the question:

*“Have you ever been told by a health professional that you should reduce the amount of alcohol you have because you were drinking too much?”*

L&G said an entry in her records from October 2014 showed she should have answered “yes”. And they said that, if she had, they said they wouldn’t have offered her a policy. So they declined the claim, cancelled the policy and refunded the premiums Mrs S had paid.

Mr S complained about L&G’s decision. He said Mrs S had disclosed in her application that she drank 21 units per week. The appointment with her GP in October 2014 wasn’t related to her alcohol consumption and there was no referral or tests as a result of the consultation.

L&G didn’t change their decision. So Mr S brought the complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded L&G didn’t need to do anything different to resolve Mr S’s complaint. He thought L&G’s interpretation of Mrs S’s medical records was reasonable – as was their decision she’d made a misrepresentation in her application. And he was satisfied L&G had dealt with that in line with the Consumer Information (Disclosure and Representations) Act 2012 (“CIDRA”).

Mr S didn’t agree with our investigator’s view. So I’ve been asked 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.

Having done that, I’m not upholding this complaint. I’ll explain the reasons for my decision, focusing on the points and evidence I consider material to my decision. So if I don’t mention something in particular, it’s not because I haven’t thought about it. Rather, it doesn’t change the outcome of the complaint.

It's not my role to decide if the claim should be paid. Rather, I have to decide whether L&G's decision to decline it based on a misrepresentation by Mrs S was fair, reasonable and in line with the relevant law.

The relevant law in this case is 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 was careless.

I've set out above the question L&G say Mrs S didn't answer accurately. I think it's clear what information L&G are seeking. So I've considered the evidence they reviewed to reach their conclusion.

Mrs S's records do show she had a history of alcohol abuse. Almost all of this post-dates the application. But there is one entry which pre-dates the application by five weeks. That says:

*"Patient advised about alcohol – drinking more than recommended, is trying to cut down, discussed strategies for this"*

Mr S says it's unfair to base a decline decision on an isolated entry. And he says the entry doesn't show the GP gave advice, but that they were supporting Mrs S's own decision she needed to reduce her consumption.

I've thought about this, but I don't agree with Mr S's interpretation. The question starts *"Have you ever..."* So I think it's fair to say that even a single piece of advice means it should have been answered "yes".

In support of his submission that the note doesn't show the GP gave Mrs S advice, Mr S has provided a copy of a letter from the GP.

The GP says she can't recall the precise wording used during that conversation and it's clear she relied on the note to provide the letter. Specifically, she says:

*"...it is perfectly possible that the phrasing I used did not constitute a direct instruction or explicit advice from me to reduce her alcohol intake...."*

*Therefore...it remains a matter of interpretation whether the interaction would have been perceived by the patient as a direct instruction from me to cut down."*

I've considered this carefully. As the GP acknowledges, the note is open to interpretation. But I think it's clear that Mrs S was drinking more than recommended. And she was given advice about this, including how she might successfully reduce her consumption.

I think it's reasonable to conclude from this note that the GP did tell Mrs S to she needed to reduce her alcohol intake – whether that was directly, or by confirming and supporting Mrs S's own intention. So I think it was reasonable for L&G to conclude that she should have answered "yes" to the question. And that, by answering "no", she made a misrepresentation.

And I think this was a qualifying misrepresentation within the meaning of CIDRA because L&G have shared confidential underwriting data which evidences that, if Mrs S had answered “yes” to the question, that – combined with other disclosures she did make – means they wouldn’t have offered her a policy.

Finally, I have to think about L&G’s categorisation of the misrepresentation, because that determines what remedy they should apply. L&G said it was deliberate or reckless. CIDRA allows an insurer in these circumstances to decline any claims, void the policy and keep the premiums paid.

But, in this case, even if I were to decide that categorisation was unfair, L&G have already refunded the premiums Mrs S paid. That’s what CIDRA requires them to do when a misrepresentation is careless. I can’t say they should do more.

I know that Mr S was hoping for a more positive outcome for him and his family. I’m sorry my decision doesn’t change the position they’re in. But I don’t think L&G need to do any more to resolve this complaint.

### **My final decision**

For the reasons I’ve explained, I’m not upholding the complaint Mr S has made in his capacity as trustee of the S trust about Legal and General Assurance Society Limited.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr S as trustee of the S Trust to accept or reject my decision before 9 April 2026.

Helen Stacey  
**Ombudsman**