

## **The complaint**

Mr B and Miss M are unhappy with Legal and General Assurance Society Limited's decision to decline Miss M's claim and unwind their policy.

(As this complaint stems from Miss M's claim being declined, for simplicity, I'll refer to the submissions as being made by her personally).

## **What happened**

Miss M had critical illness cover with L&G since August 2023. A year later, she was diagnosed with multiple sclerosis (MS) and so made a claim under the policy. Her claim was declined due to non-disclosure of her medical history. The policy was unwound and the premiums she'd paid were returned.

Miss M said L&G completed an additional check with her GP at the time she applied for the policy and so it should have been reasonably aware of her non-declared medical history. She would like L&G to reinstate her policy and accept her claim.

L&G acknowledged completing the additional check at the time she applied for cover, however, said this was to check for common areas of non-disclosure, such as weight, smoking and lifestyle information. It was able to identify a non-disclosed spine issue because of that process and added an exclusion to the policy. L&G said Miss M's significant neurological issues weren't identified until she made her claim. L&G said had it known about this at the time she applied for the policy, it wouldn't have offered cover.

Our investigator didn't uphold this complaint. She said L&G asked Miss M clear questions about her past medical history and that she ought to have answered differently. She said this was a careless, qualifying misrepresentation and L&G's remedial action was in line with the relevant law – the Consumer Insurance Disclosure and Representations Act 2012 (CIDRA).

Miss M, unhappy with that, asked for an ombudsman to review her complaint. In summary, she said L&G should have identified her neurological issues at the application stage. She said she has issues with her memory and often suffers confusion and so is unable to remember key events and dates. Miss M said L&G should pay her claim. And so, it's now for 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.

Having done so, I've decided not to uphold it and for broadly similar reasons to those given by our investigator. Miss M's duty was to answer the health-related questions accurately and with reasonable care and I'm not persuaded she did that. L&G is entitled to follow the remedy under CIDRA in these circumstances and decline her claim, unwind the policy and refund the premiums. I'll explain why.

The relevant law that applies in this case is the Consumer Insurance Disclosure and Representations Act 2012 (CIDRA). This law sets out the actions available to the insurer should a misrepresentation occur. I've considered L&G's actions to ensure they're consistent with the available remedy under CIDRA – I'm satisfied they are. L&G said this was a careless, qualifying misrepresentation, and that it wouldn't have offered Miss M cover had it known the full extent of her medical history.

The questions L&G asked Miss M were:

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

- *any condition affecting your eyes or vision, not wholly corrected by spectacles, lenses or laser treatment, for example cataract, blindness?...*
- *for paralysis, numbness, persistent tingling or pins and needles, tremor, facial pain other than dental pain or memory loss, dizziness or balance problems?”*

I think both questions are clear and use plain language. Miss M answered *no* both times, but I'm satisfied she should have answered *yes*. I say that because having carefully reviewed Miss M's past medical history, I note she was seen by a doctor/consultant neurologist on several occasions within the five years that preceded the policy's inception in August 2023. The following entries are summaries of Miss M's medical records:

- September 2019 – referred for MRI
- November 2019 – MRI completed
- December 2019 – discussed MRI results
- August 2020 – suffered symptoms of pain in face and mentions two-year history of symptoms
- January 2021 – suffered symptoms of vertigo and dizziness, needs help walking
- February 2022 - suffered loss of balance symptoms, blurred and double vision
- July 2022 – referred for MRI to investigate symptoms
- August 2023 – MRI completed

The above entries show Miss M suffered neurological symptoms for a significant period. I also note the August 2023 MRI scan was completed three days after the policy was incepted and so I think she ought reasonably to have disclosed this information, when asked by L&G on application. Miss M said L&G should have identified this as part of its initial checks, but I'm not persuaded that's reason enough not to provide accurate answers or withhold information that's important to the insurer.

L&G said this was a careless misrepresentation – meaning this wasn't a deliberate or reckless attempt by Miss M to obtain cover by knowingly providing inaccurate answers to the questions asked. Given what I've explained, I agree with L&G's classification this was a careless misrepresentation. CIDRA sets out the remedy available to L&G in this circumstance.

L&G said had it known the full extent of Miss M's medical history, it wouldn't have offered her a policy back in August 2023. I've reviewed its underwriting criteria, and I'm satisfied that's the case. I'm unable to share this information with Miss M because it's commercially sensitive, but I wanted to reassure her I've considered it.

CIDRA allows L&G to decline the claim and unwind the policy back to inception. That means L&G can take steps to cancel her cover and treat the policy as though it was never put in place, but it must also return the premiums Miss M paid. L&G's remedial actions are

consistent with CIDRA and so I'm satisfied its actions are fair. Because this was a joint policy, L&G offered Mr B the opportunity to continue his cover separately, which I also thought was fair.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss M to accept or reject my decision before 12 May 2026.

Scott Slade  
**Ombudsman**