

## The complaint

Mr and Mrs W have complained that Legal and General Assurance Society Limited (“L&G”) unfairly declined the critical illness claim they made after Mr W suffered a cardiac episode.

## What happened

In spring 2025, Mr W suffered cardiac issues at work. Paramedics were called and Mr W was taken to hospital and admitted. Tests diagnosed cardiomyopathy and Mr W was fitted with an implantable cardioverter defibrillator (ICD).

Mr and Mrs W have two life and critical illness policies with L&G. So they submitted a claim. L&G declined the claim because they said Mr W’s episode didn’t meet the policy definition of either a cardiac arrest, or cardiomyopathy.

Mr and Mrs W complained but L&G didn’t change their decision. So Mr and Mrs W brought their 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 the complaint. She was satisfied that Mr W’s condition didn’t meet the policy definitions – so it was reasonable for L&G to have declined the claim.

Mr and Mrs W 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 Mr and Mrs W’s complaint. I know they’ll be disappointed by my decision and I’m sorry about that. I hope it will help if I explain the reasons for making it.

Both of Mr and Mrs W’s policies provide cover for “*Cardiomyopathy – of specified severity*”. That is defined as:

*“A definite diagnosis of cardiomyopathy by a consultant cardiologist. There must be clinical impairment of heart function resulting in the **permanent** loss of ability to perform physical activities to at least Class 3 of the New York Heart Association’s classification of functional capacity.\**

*For the above definition, the following are not covered:*

- *Cardiomyopathy secondary to alcohol or drug abuse.*
- *All other forms of heart disease, heart enlargement and myocarditis.*

*\* NYHA Class 3. Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain.”*

I'm satisfied that this makes clear that not all cardiomyopathy will meet the criteria for a claim to be paid. I've seen from the correspondence between L&G and Mr W that they made this clear to him and invited him to provide evidence which showed the policy definition was met. In the absence of Mr W providing that evidence, I can't say it was unreasonable for L&G to decline the claim under this heading.

The later of Mr and Mrs W's two policies also provided cover for "*cardiac arrest*". This is defined as:

*"Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness, requiring resuscitation and resulting in either of the following devices being surgically implanted:*

- *Implantable cardioverter-defibrillator (ICD); or*
- *Cardiac resynchronisation therapy with defibrillator (CRT-D)...."*

While Mr W has had an ICD implanted, there's no dispute that he didn't lose consciousness and wasn't resuscitated. So, again, I think it's reasonable to say the policy definition wasn't met.

I'm sorry that Mr W's been unwell and he continues to deal with ongoing health issues. I agree he did meet some of the criteria set out in the policy definitions. But my role is to decide whether L&G dealt with the claim fairly and reasonably. That means I have to be satisfied they dealt with it as they would any claim of this type and have applied the assessment criteria consistently.

Those assessment criteria are the policy terms. So I couldn't say L&G had dealt with claims fairly and reasonably if they'd applied all the elements of the definition when deciding some claims, but were less rigorous in other cases.

So I can't say it was unreasonable for L&G to decline Mr W's claim because he didn't meet the policy definition. And I don't think they need to do any more to resolve Mr and Mrs W's complaint.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr and Mrs W's complaint about Legal and General Assurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 7 May 2026.

Helen Stacey  
**Ombudsman**