complaint

Mr S has complained about the decision of Legal & General Assurance Society Limited to decline his claim for total permanent disability ("TPD") benefit under his term assurance with critical illness policies. Mr S has also complained about the way that Legal & General handled his claim and a complaint he subsequently raised.

background

In 2009 Mr S took out the policies with L&G. One of the benefits of both policies was payment of a lump sum in the event that Mr S suffered TPD that made him unable to follow his own occupation.

In 2014, Mr S made a claim to L&G for TPD following a diagnosis of narcolepsy which had caused him to be unable to work. Mr S complained to L&G about its handling of his claim. He was not satisfied with the way L&G responded to his complaint so he referred it to this service.

L&G had requested medical evidence to enable it to assess the claim. When it received the evidence, it noted discrepancies between the information this contained and the information that Mr S had given when he applied for the policies in 2009. L&G said that if it had been given the correct information about Mr S's medical history in 2009 it would not have included TPD cover in the policies. It declined the claim on that basis.

L&G accepted that there had been occasions when its handling of Mr S's claim had not been up to the standard he was entitled to expect. It paid Mr S £360 to compensate him for the trouble and upset that this had caused him.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld. She thought the medical evidence showed that Mr S had been careless in his answers to some of the questions raised at the time of his application. She considered that L&G would not have offered TPD cover if it had been given the correct information. Consequently, she thought it was reasonable for L&G to decline the claim.

Our adjudicator thought that the amount of compensation L&G paid in respect of the errors in its handling of the claim was appropriate. She did not believe L&G should pay anything further.

Mr S did not agree with our adjudicator's conclusions. In summary, he says:

- he did not have to disclose the medical conditions that L&G says were not disclosed when he applied for the policy;
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- he does not accept that L&G would not have covered him for TPD if he had informed it about the medical conditions; and

- the amount paid by L&G does not reflect the stress and anxiety caused to him and his family by its handling of his claim.

my findings

Although I have only included a summary, I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I have carefully considered the questions that Mr S was asked when he applied for the policies and to which he answered *"no".* I have also considered Mr S's medical history. I am satisfied that he should have informed L&G about conditions for which he had received medical advice and/or treatment when he applied for the policies.

Mr S says that he had not been diagnosed with narcolepsy when he applied for the policy. He says he had been investigated for another sleep-related condition which he was told he did not have. He did not, therefore, need to tell L&G about it. I am not persuaded by this argument. The question was not whether Mr S had been diagnosed with any conditions but whether he had received medical advice for them. Mr S had clearly had medical advice for sleep-related disorders and he should have told L&G about this.

It seems to me that L&G was reasonably entitled to decide that Mr S was careless when he answered the above questions. I have seen details of L&G's underwriting policy at the relevant time. I consider that if L&G had been told about Mr S's medical history it would not have covered him for TPD. Given this, I am satisfied that it was fair and reasonable for L&G to decline his claim.

Mr S has questioned why L&G only contacted his GP for medical evidence and did not approach his treating neurologist. He has provided a copy of a letter from his GP which he says shows that his GP was unable to give an opinion on his inability to work.

As I am satisfied that L&G would not have covered Mr S for TPD it follows that it was not necessary for L&G to assess whether he met the policy requirements for payment of TPD benefit. I am not therefore persuaded that L&G should, reasonably, have obtained medical evidence from Mr S's neurologist.

L&G has accepted that, at times, its handling of Mr S's claim did not come up to the standard he was entitled to expect. Mr S has provided a copy of a letter he has received from another insurer that he says shows the correct standard of service. I am not persuaded that this letter adds anything to the admission that L&G has already made. I am satisfied that the amount that L&G has paid to Mr S is fair and reasonable compensation for the trouble and upset he suffered as a result of L&G's errors. It is in line with the awards I would have made in similar circumstances.

my final decision

For the reasons given above my final decision is that I do not uphold this complaint. I consider that Legal & General Assurance Society Limited has paid appropriate compensation to Mr S for trouble and upset caused by its handling of his complaint. I therefore make no further award.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 8 January 2016.

Charles Bacon
ombudsman