DRN-5792426

The complaint

Mr M complains about how Legal and General Assurance Society Limited (L&G) has handled a claim on his critical illness policy.

What happened

Mr M is a member of his employer's group critical illness policy. Mr M claimed on the policy for a listed condition. L&G declined the claim. Mr M previously brought a complaint to this service which was upheld. Our investigator said L&G should reassess the claim. L&G has since requested further medical information from Mr M's GP, but they've said they can't provide it as Mr M has rejected the information they wanted to send. L&G has informed Mr M that without his medical records, they can't assess the claim further. Mr M has raised a complaint about the following issue:

- L&G haven't reassessed the claim in line with the previous ombudsman outcome

L&G didn't uphold the complaint. Mr M brought the complaint to this service. Our investigator didn't uphold the complaint either, as he didn't think L&G had done anything wrong. Mr M then raised the following issues with us:

- L&G's information request is too wide

- L&G refused to look into a complaint for him

Our investigator considered these complaint points but still didn't think L&G had done anything wrong. Mr M appealed. As no agreement could be reached, the complaint has been passed to 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether L&G acted in line with these requirements with how they've handled Mr M's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr M, I've reached the same outcome as our investigator for the same reasons.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr M has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because

I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I've separated out the complaint points below for clarity.

L&G haven't reassessed the claim in line with the previous ombudsman outcome

L&G agreed to reassess the claim after a previous complaint with this service. The complaint wasn't looked into by an ombudsman with the outcome issued by an investigator, so it wasn't legally binding. Off the back of that complaint, L&G decided they needed to request some additional medical information to assess the claim fully. Mr M has blocked his medical records being sent to L&G.

Mr M states that L&G haven't had a medical assessor review the medical records they already hold for him.

Whilst I can't comment on a complaint this service has already given an outcome on, I don't think it's unreasonable for L&G to request additional medical information on Mr M. I don't think it's worth while L&G escalating the claim to a medical assessor whilst they're still waiting for medical information from Mr M's GP. I don't think L&G have acted unreasonably since agreeing to reassess the claim further.

L&G's information request is too wide

L&G has sent us a copy of their medical information request. Their request is set out as follows:

"*For us to be able to review their claim further under the policy, please can you provide us with a copy of [Mr M]'s medical notes and records from 01 November 2021 until 01 December 2023. Within this information, please include copies of all consultation notes and records, any specialist's reports or letters, tests, test results and investigations, hospital and clinical correspondence referral information and treatment/medication information.*

Please find below the relevant definition(s):

[Condition being claimed for]*…*"

Mr M has advised L&G that his health relevant to his condition started to deteriorate in December 2021. L&G has targeted their report at the set period of time where Mr M's condition was developing. Mr M has said his records include private medical information. Whilst I can understand Mr M's concern, L&G are required to protect his information. L&G need to understand how Mr M's condition developed and their request will help them do this.

Overall, I don't think L&G's request in this situation is too broad, unfair or unreasonable.

L&G has said they won't be requesting or chasing the information any further. They will review the medical information when provided to them by Mr M or his GP. I don't think this is unreasonable.

L&G refused to look into a complaint for him

As a service, we're unable to consider complaints about claim handling unless it's ancillary to a merit's complaint point. In this instance I don't think it is. So, I won't be considering the merits of this point.

However, the process of reviewing a complaint and issuing a final response letter, is to give the customer referral rights to this service. In this instance, Mr M contacted us straight away and we took his complaint forward. So even if I could look into this complaint point, which I can't, I don't see that Mr M has been caused any detriment.

I'm sorry that my decision doesn't bring Mr M more welcome news at what I can see is a very difficult time for him. But in all the circumstances I don't find that L&G has treated Mr M unfairly, unreasonably, or contrary to the policy terms and conditions in how they've handled the claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Legal and General Assurance Society Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 October 2025.

Anthony Mullins
Ombudsman