

The complaint

Mr F has complained that Legal and General Assurance Society Limited sent information to his GP's surgery without his consent.

What happened

The background to this complaint is well known to the parties. In summary Mr F had the benefit of a group income protection policy through his employer. A review of his claim took place. Sometime later Mr F became aware that L&G had sent a copy of an occupational health report it had commissioned to his GP's surgery. Mr F complained – he hadn't consented to the release of the report and didn't agree with its contents.

L&G didn't uphold the complaint – it said that the report was shared in line with Mr F's consent. Unhappy Mr F referred his complaint here. Our investigator recommended that it be upheld. They didn't find L&G had shared the report for a reason that Mr F had consented to.

The investigator recommended that the complaint be upheld and that Mr F be paid compensation in the sum of £200. Mr F accepted this, but L&G didn't. It said that it was highly relevant for the GP to be informed of any independent assessment and in line with its obligation under the Consumer Duty which required it to deliver good outcomes for its customers.

As no agreement has been reached the complaint has been passed to me to determine.

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.

Firstly I'd like to reassure Mr F that whilst I've summarised the background to this complaint, I've carefully considered all the submissions he has made. In this decision though I've focused on what I find is the key issue here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

Having done so I agree with the conclusion reached by the investigator. I'll explain why.

Mr F had given his consent to L&G in connection with his claim review. That consent was in the following words:

I agree to Legal & General sharing medical information (and other information collected via this form) with their reinsurers, their third-party service providers, my own doctor or any doctor that Legal & General uses for the purposes of assessing and reviewing entitlement to benefit and administering policies.

L&G made its conclusion with regard to Mr F's claim then sometime later, in October 2024, shared the report with Mr F's GP 'for information only purposes'. So to be clear the report wasn't shared for one of the agreed purposes – it was shared for information purposes.

Whilst I understand why the report was shared, I don't find that L&G were obliged to do so to accord with its obligations under the Consumer Duty. It is evident that this action didn't deliver a good outcome for Mr F. Nevertheless I wholly accept there was no ill intent and agree generally that such reports would be useful information for a GP to see and may aid with the management of a patient's healthcare.

But here Mr F hadn't consented to the report being submitted to his GP for information – and importantly didn't agree with its contents. He was very distressed to learn that it had been shared. I agree that compensation is merited for the distress Mr F experienced and find that £200 is fair in all the circumstances.

My final decision

My final decision is that I uphold this complaint. I require Legal and General Assurance Society Limited to pay Mr F £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 23 October 2025.

Lindsey Woloski
Ombudsman