

## **The complaint**

Mr M complains about how Legal and General Assurance Society Limited are handling a claim on his critical illness policy.

## **What happened**

Mr M has brought previous complaints about how L&G have handled his claim. So, the events are well known to both parties and I won't repeat previous events here. Mr M has provided his medical records to L&G for them to assess his claim. L&G don't believe all the medical information has been provided. Mr M complained as he's said he's provided everything to L&G. Mr M was also unhappy that claim handlers were going to review his medical records and he wanted them restricted to just L&G's chief medical officer (CMO). L&G didn't uphold Mr M's complaint. They didn't think they'd done anything wrong. Unhappy, Mr M brought the complaint to this service.

Our investigator didn't uphold the complaint. He agreed that it didn't look like all the medical records had been provided. He also didn't think it was unreasonable for L&G's claim handlers to assess Mr M's medical records. Mr M appealed. He said he'd provided all the medical records he'd been given. He said no date range has been provided for what is missing. 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. So, I've thought about whether L&G acted in line with these requirements with how they've assessed 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.

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 reviewed the medical records provided by L&G. Mr M has confirmed that we've been sent the same amount of information as he sent L&G. Having reviewed the medical records, whilst I accept there is some information from his GP, such as consultant referrals and test results, there doesn't appear to be the usual consultation records that we normally see in

cases such as this.

Mr M has said he's provided L&G with everything he's been given. I don't doubt what Mr M has said, in which case, Mr M would need to liaise with his GP and ask them for further consultation records for the dates and scope that has been confirmed in a previous complaint. Should Mr M not provide L&G with any further information, I don't think it's unreasonable for L&G not to assess his claim further. We're in this position because Mr M refuses to let his GP release his medical records to L&G. Whilst this is his decision, it may be easier for the claim to be assessed if Mr M let his GP release medical information to L&G. This way, if there weren't any further records, I'd expect L&G to then assess the claim based on what has been provided.

L&G's process is that their claim handlers assess the medical records before a referral is made to their CMO if required. It's not for this service to tell L&G how they assess claims. In any event, I don't think their process is unfair or unreasonable. Should Mr M not give consent for L&G's claim handlers to review his medical information, I don't think it would be unfair or unreasonable for L&G to not review the claim further.

I'm very sorry that my decision doesn't bring Mr M more welcome news. 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 his 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 20 March 2026.

Anthony Mullins  
**Ombudsman**