

The complaint

Mrs M, Mr T and Mrs T, as trustees of the T trust, have complained that Vitality Life Limited have unfairly declined Mr T's total and permanent disability claim and have voided the policy because they say the claim was fraudulent.

What happened

Mr T bought a life and serious illness policy from Vitality in 2018. The policy was placed into trust. But, for simplicity, I'll refer in the complaint to Mr T throughout this decision.

Towards the end of 2020, Mr T suffered a seizure and has since that time suffered both mental and physical ill health. The details of that are well known to both parties so I've not repeated them here.

Since 2021, Mr T has tried to make a claim on his policy – most recently under the cover provided for total and permanent disability (TPD). Vitality have declined his claims. Mr T has complained about those decisions and, when he wasn't satisfied with Vitality's responses, he referred those complaints to the Financial Ombudsman Service.

The most recent complaint – and the subject of this decision – is about the decision Vitality made in April 2024 to cancel Mr T's policy on the basis his claim was fraudulent and that Vitality had again declined Mr T's TPD claim. They explained the reasons for their decision in a final response letter to Mr T.

Our investigator considered these complaints and concluded Vitality didn't need to do anything differently. He was persuaded that, based on the evidence they'd considered, it was reasonable for Vitality to have concluded Mr T's claim was fraudulent.

Initially, I didn't agree with our investigator's view. So I made a provisional decision ("PD1") that the policy should be reinstated – although I didn't think Vitality needed to consider the claim any further, as I was satisfied there wasn't evidence to show Mr T had met the policy definition of TPD.

In their response to PD1, Vitality provided more detailed particulars of their reasons for concluding Mr T's claim was fraudulent. Those particulars persuaded me that the conclusions Vitality had drawn from that evidence were reasonable. So I made a second provisional decision ("PD2") in which I explained I no longer thought the complaint about Vitality's fraud decision should be upheld. And I explained that, having reached that conclusion, I couldn't consider the complaint about the claim decision any further, because there was no policy on which a claim could be made. Nor could I direct Vitality to pay Mr T compensation in circumstances where I didn't think they'd treated him unfairly.

Both parties were given the chance to comment on PD2. The matter's now been referred back to me for further consideration.

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 the complaint. I know Mr T and his family will find that news distressing and I'm sorry about that. I hope it will help if I explain the reasons for my decision.

Both parties have had copies of PD1 and PD2. So I'm not going to repeat all the details here. But I think it is important to reiterate that it's not my role to decide if Mr T's claim was fraudulent – rather, I have to be satisfied that Vitality's conclusion that it was fraudulent was a reasonable conclusion to draw, based on the evidence they reviewed. I wasn't satisfied on that point when I made PD1. It was the detail provided in Vitality's response to that PD which subsequently satisfied me.

The evidence I was persuaded by focused on the fluctuation of Mr T's symptoms. Vitality directed me to correspondence from Mr T's GP and a specialist – Dr C - who assessed him. Both of these documents record Mr T's symptoms as more pronounced when he was being formally assessed than when he was simply observed by these doctors.

In response to this, Mr T has provided an exchange of emails with professor of neurology, whose clinic he attended over a number of months. The exchange sets out Mr T's recollection of the information the professor had given him during clinic sessions about his condition. The doctor replied:

"That the summary in Mr T's email [date] below is an accurate reflection of discussions at appointments."

I've considered this carefully. I can't say whether one doctor's view should be preferred over another. But the document from Dr C records his own opinion of Mr T's abilities. While I appreciate the effort Mr T has made, the document he's provided in response to PD2 is less persuasive, because it isn't the doctor's own notes – it's Mr T's recollection of what the doctor told him at face to face consultations. It describes the general nature of Mr T's condition, rather than commenting specifically on Dr C's observations. And it doesn't give any indication of what records the professor referred to before replying to Mr T's email.

I'm not a medical expert. So I can't say that what the professor said means Dr C's comments should be disregarded. And, as I noted in PD2, Dr C wasn't the only doctor that noted significant difference in Mr T's symptoms between formal testing and observation. His GP had also noted this in a referral letter he'd written to a specialist.

I'm told the GP who recorded that observation has now retired. Mr T offered to obtain comment from one of their colleagues. While I appreciate Mr T's efforts, the GP recorded their personal observations. So I don't think comment from another person would change the content of that comment. And I'm not persuaded the further information provided about the doctors' observations means I should change the conclusion I reached in PD2.

Vitality's response to PD1 also set out a timeline of fluctuation which contributed to their conclusion Mr T's claim was fraudulent. They pointed to the fact that he was suffering significant symptoms shortly before taking an overseas trip. But he then emailed his GP – whose confirmation that he was fit to travel was required for his insurance – that his symptoms had "totally gone".

Mr T's response to PD2 focused on the fact that PD2 said he told his GP this two days after a specialist consultation. He says this timeline is wrong and is an example of Vitality treating him unfairly.

To be clear, Vitality referred me to the email to the GP. They didn't say the consultation was only two days before Mr T said his symptoms had totally gone – that was my conclusion from reviewing the documents. On reviewing them again, I can see the report was dated 18 November - which was two days before Mr T said he felt 100% well. But it was dictated on 10 November. That was my error.

I've thought about whether the consultation taking place just over a week earlier makes a difference to the conclusions I drew in PD2. Even if it did, I've explained above why I've not changed my view about the other evidence. But I don't think it does in any event.

I considered the report of 10 November again. It details extensive symptoms which the specialist was being asked to investigate. The specialist ordered a number of further tests and indicated that he may admit Mr T to get those expedited. There is no suggestion that the symptoms could diminish, or completely disappear, within a matter of days.

I note that Mr T has said in his comments on PD2 that, despite telling his doctor he felt well and could travel, he was again reporting significant symptoms a few days into his trip. He says Vitality were aware of this – which it's clear from the file they were. But Vitality are entitled to look at the information they have as a whole. Having done that, it's still my view that it was reasonable for Vitality to conclude the information Mr T provided about his medical condition was inconsistent and an indicator of a fraudulent claim.

The balance of Mr T's comments on the PDs relate to how he thinks Vitality should deal with his claim. As I explained in PD2, I can't look at those because I've decided it was reasonable for Vitality to have concluded the claim was fraudulent. That meant they could cancel the policy. So there's no longer any policy on which a claim can be made.

And, because I don't think Vitality have done anything wrong, I can't say they should make any sort of payment to Mr T, or do any more to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding the complaint about Vitality Life Limited made by Mrs M, Mr T and Mrs T, as trustees of the T trust.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M, Mr T and Mrs T of the T Trust to accept or reject my decision before 11 July 2025.

Helen Stacey
Ombudsman