

The complaint

The estate of Mr H (Mrs H) complained that Vitality Corporate Services Limited didn't increase the sum assured when requested.

What happened

The late Mr H took out a life and serious illness policy with Vitality in 2014. After moving house in 2022, Mr H contacted Vitality and asked them to update his address. At the same time, Mr H asked Vitality about increasing the level of cover. Vitality provided Mr H with a quote and Mr H asked for it to be sent out in the post.

Mr H contacted Vitality again in early 2023 and asked Vitality if there were any underwriting requirements he needed to complete. He advised that his cover had been increased, and his wife had been asked to complete some further underwriting enquiries. Vitality advised Mr H that there wasn't anything outstanding on their system.

I'm very sorry to hear that Mr H passed away in late-2024. I send Mrs H and the rest of Mr H's family my condolences at what is a difficult time. I wish them all the best for the future.

After Mrs H raised a claim, she was informed that Mr H hadn't proceeded with the sum assured increase. As a result, the policy benefit wasn't as high as Mrs H thought it would be. Mrs H raised a complaint.

Vitality didn't uphold the complaint. Whilst they accepted they could have done more on one of the calls, they didn't think they'd done anything wrong. Mrs H was still unhappy and so brought the complaint to this service.

Our investigator didn't uphold the complaint. They didn't think Vitality needed to do anything further. Mrs H appealed. She felt that the onus should have been on Vitality to ensure the information provided by Mr H was all correct. She also said Vitality sent a large number of emails and so it wasn't unreasonable that Mr H hadn't seen the emails sent by Vitality. As no agreement could be reached, the complaint has been passed to me to make a final decision.

I note that Mrs H has also raised about the service provided by Vitality in dealing with her complaint. Complaint handling isn't a regulated activity and so this isn't something I've covered in this 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.

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

At the outset I acknowledge that I've summarised her complaint in far less detail than Mrs H 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.

As a starting point, I've listened to the initial call Mr H had with Vitality where he requested a quote to increase the sum assured. I think it was very clear during this call that it was solely a quote. Mr H asked for the quote to be sent to him in the post.

I've also listened to the follow up call between Mr H and Vitality when he asked about underwriting. Vitality didn't incorrectly answer Mr H's question. As Mr H hadn't asked for the change to be made, the quote wasn't put through to underwriting to consider. The contention here is that Mr H believed he had processed the change. Whilst I accept the agent could have checked this for Mr H, I can't say that Vitality did anything wrong by not. Mr H also didn't ask for the agent to check that the change had been made.

Following the quotation, Mr H was sent the quotation in the post. This advised Mr H that if he wanted to go ahead, he needed to call or email Vitality. I appreciate that Mrs H says this letter wasn't received, but Mr H didn't receive any confirmation that his sum assured had been increased. Likewise, the premiums were almost double for the additional cover, but Mr H's direct debit didn't increase.

Vitality has also sent two additional letters that were sent to Mr H in June of 2023 and 2024. These were annual anniversary statements which confirmed the details of the policy. These were sent by email and Mrs H has confirmed that at least the 2024 email was received. Whilst the covering email didn't have the sum assured listed, it did set out the policy premium. This was significantly less than the amount Mr H had been quoted previously. The emails also advised Mr H to check the letter in his portal which did include the sum assured. I appreciate that Mrs H has said Vitality sent Mr H a lot of emails, but Vitality did keep Mr H up to date of how much cover he had on his policy.

I'm very sorry that my decision doesn't bring Mrs H more welcome news at what I can see is a very difficult time for her. But in all the circumstances I don't find that Vitality treated Mr H unfairly, unreasonably, or contrary to law in not increasing the sum assured and so have paid out the claim fairly.

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 Vitality Corporate Services Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr H to accept or reject my decision before 10 July 2025.

Anthony Mullins
Ombudsman