

## The complaint

Miss R has complained that Vitality Life Limited declined a serious illness claim.

## What happened

The background to this complaint is well known to the parties. In summary Miss R has Serious Illness Cover with Vitality. Vitality declined a claim she made as it said that she didn't meet the policy definition. Unhappy Miss R referred her complaint here. She felt that the policy definition which required a claimant to exhibit all the symptoms contained in the definition was intrinsically unfair.

The investigator didn't recommend that the complaint be upheld. She didn't find that Vitality had done anything wrong.

A representative appealed on behalf of Miss R, but for simplicity I shall just refer to those representations as being made by Miss R.

Miss R didn't dispute that the definition wasn't met. Her issue was with the fairness of the policy specifically with regard to the policy definitions for the serious illness which went beyond the NHS criteria for diagnosis and accepted medical opinion. She said that this wasn't made clear at the point of inception.

As no agreement has been reached the matter 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.

I'm aware I've summarised the background and some sensitive medical details - no discourtesy is intended by this. Instead, I've focused on what I find are the key issues 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. If there's something I haven't mentioned, it isn't because I've ignored it. I've reviewed the complete file and considered the representations made after our investigator's view. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Vitality has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim. Products must be clear, fair and not misleading. So I've looked carefully at the circumstances here to see if Miss R has been treated fairly. Having done so I agree with the conclusion reached by our investigator for the following reasons:

- It is accepted that the policy was taken out in good faith in January 2023. Miss R trusted that the policy would cover the illnesses documented in Appendix 1 of the policy. The policy *does* cover those illnesses in accordance with the policy terms.

- Under the heading at B2.1 *When we will pay* the policy provides: *Your condition must meet any of definitions set out in Appendix 1 that apply to it. We will use the criteria in Appendix 1 to assess your claim - irrespective of any changes to generally known definitions of medical terms, or to the way particular conditions are usually treated.* Then at B2.2 *We will not pay if: Your condition does not meet our definition for that condition. Where to find more information: Appendix 1.* It is not clear why Miss R would assume that the policy definitions would not apply or would accord with other definitions such as those of the NHS. In this decision I am not considering the sale of the policy – but I’m satisfied that the terms produced by Vitality are clear as to the definitions which apply.
- Miss R argues that the policy operates in a misleading and inconsistent manner. I don’t find that the policy is misleading and there is no evidence of any inconsistency before me, or examples given. Likewise, I don’t find that the policy definitions are unfair or constitute unfair policy terms. The Association of British Insurers, of which Vitality is a member, produces a Guide to Minimum Standards for Critical Illness cover. Three core conditions must be included in critical illness cover and further conditions may be offered, as they are in Miss R’s policy. The Guide does provide definitions of further conditions that may be offered, but no model wording is provided for thyrotoxic crisis. So I can’t say that Vitality’s definition fails to accord with good industry practice.
- There is no dispute that Miss R has a clinical condition and has been unwell. However she accepts that she didn’t meet the policy definition of Thyrotoxic Crisis: *A clinical condition in someone who has never taken thyroid hormones, with fever, rapid heart rate of over 130, delirium and coma. These symptoms must result in admission to hospital for at least seven days. There must be recorded levels of circulating thyroid hormones at least three times the normal level.* This being so there is no basis on which I could conclude that Vitality treated Miss R unfairly, unreasonably or contrary to law or good insurance practice by declining her claim.
- As indicated, I am not considering the sale of the policy, but it is argued that it is not fit for purpose. It is unfortunate that Miss R’s condition didn’t meet the policy definition, but this doesn’t lead me to conclude that the policy – which offers very wide cover – isn’t fit for purpose. I am sorry that my decision doesn’t bring Miss R welcome news.

### **My final decision**

For the reasons given above I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss R to accept or reject my decision before 29 August 2025.

Lindsey Woloski  
**Ombudsman**