DRN-5872347

The complaint

Miss H complains that Vitality Life Limited have acted unfairly when handling a claim she made on her income protection policy.

What happened

Miss H made a successful claim on her income protection policy. She's unhappy with the overall service she received from Vitality throughout the claim. This includes the communication with Vitality, the assessments that were carried out, the information Vitality requested and their failure to consider that she was vulnerable.

Vitality issued final response letters in response to the concerns raised as part of this complaint. In summary, Vitality said they were acting in line with the policy terms and were entitled to validate the claim. Miss H referred her complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. Overall, she was satisfied that Vitality had acted fairly and in line with the policy terms. So, she didn't think that Miss H had been treated unfairly.

Miss H asked an ombudsman to review her complaint. In summary she:

- Didn't think Vitality should be able to instruct a rehabilitation consultant as this wasn't permitted by the policy
- Questioned the purpose and execution of the assessments Vitality had commissioned
- Highlighted that her policy was for 24 months income protection whereas Vitality had approved payments for a fixed future period
- Didn't feel Vitality had made appropriate suggestions about her employer and employment history
- Pointed out that there were inconsistencies in how payments were classified and labelled
- Felt that Vitality's actions didn't take into account the impact on her, including her vulnerability
- Said that Vitality hadn't complied with the policy and had made requests for open-ended access to treating clinicians.

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.

At the outset I acknowledge that I've summarised this complaint in far less detail than Miss H has, and in my own words. I won't 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 our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

The policy terms and conditions

The policy terms and conditions say:

> When you first make your claim, we will ask for evidence to substantiate it. We may also ask for evidence at reasonable intervals to confirm that you are still entitled to Income Protection benefits.
>
> This evidence may include, but is not limited to:
>
> - A report from your General Practitioner
> - Copies of your medical records
> - A report from any other appropriate medical specialist
> - Your hospital records, including copies of the results of any clinical tests or investigations
> - Information from your employer, including details of the duties of your employment
> - Your human resources records, including details of sickness absence
> - Your pre-incapacity earnings evidence.
>
> We may also need you to have a medical examination with an examiner that we choose, at our expense. We may appoint a disability counsellor or someone who represents us to talk to you about any aspect of your claim.
>
> If you do not give consent for us to access your medical information, or to get any other assistance or information that we need to assess your claim, then we may decline, suspend, or stop paying you any benefits under Income Protection Cover".

The policy terms and conditions also set out the circumstances in which Vitality can stop paying benefits. That includes:

- You become able to start to work in your own occupation again. We will base this on your ability to work, not the availability of work
- You unreasonably refuse to undergo recommended medical treatment or rehabilitation to reduce the effects of your illness or injury
- You refuse reasonable modifications or adjustments – for example to your working environment or working practices – that would mean you were able to carry out the essential duties of your occupation
- You fail to provide us with satisfactory proof of your entitlement to benefit payments within 30 days of us asking for it
- You do not have a physical examination and medical tests – at our expense – when

we ask.

- You fail to provide us with satisfactory proof that your incapacity in ongoing when we ask for it. We might need this so we can confirm that you continue to be entitled to the benefit.

Finally, the terms also say:

> We might review your claim at any time while we are paying benefits under Income Protection Cover, to make sure that you continue to be eligible for benefit. This means that you might periodically need to fill out claim forms.

Have Vitality treated Miss H unfairly?

I'm very sorry to read of the circumstances which have led to Miss H needing to claim on the policy. It's clear that Miss H has been through a very difficult time and I have a lot of empathy with what she's said about the recent changes to her health.

The relevant rules and industry guidelines say that Vitality has a responsibility to handle claims promptly and fairly. I'm not upholding this complaint. I say that because:

- I think Vitality reasonably instructed an Independent Medical Examiner (IME) and for a Functional Capability Evaluation (FCE) to take place in addition to the other medical evidence. Miss H had provided medical evidence in support of her claim. However, these particular additional reports are typically used to gain a more detailed understanding of a policyholder's ability to carry out their own occupation. They are also an independent assessment of Miss H's ability to work. It's standard industry practice when assessing income protection claims and I'm satisfied it was proportionate in the circumstances of the case.
- Whilst I appreciate Miss H found the assessments to be upsetting I think it was reasonable for Vitality to request them, and they aren't responsible for the format of the assessments which are carried out by specialist practitioners. That said, I note that Vitality have apologised for any distress caused which I think is reasonable.
- I'm satisfied that it's reasonable for Vitality to instruct a rehabilitation consultant. I think that's in line with the policy terms I've outlined above. Whilst the policy doesn't specifically mention a rehabilitation consultant, I think it falls within the scope of the terms because it's relevant information about Miss H's ability to work and whether benefit is payable. That includes whether she may be able to work with adjustments and/or whether her incapacity is ongoing.
- I think it's reasonable for Vitality to review the claim rather than pay it for the full 24 months without any further review. Again, that's standard industry practice as they are entitled to review whether the policy definition of incapacity is met throughout the period of the claim. That's because there can be changes in symptoms and it's necessary to obtain updated medical evidence which is relevant to whether the claim should continue to be paid.
- I don't consider Vitality's actions in relation to Miss H's employer to be unreasonable. Vitality is entitled to validate the claim and that includes obtaining information from relevant parties, such as an employer.

- I'm not persuaded that Vitality's payments to Miss H were unreasonably handled. I appreciate that this caused some confusion as they were labelled as 'compensation'. But ultimately the payments were made as part of the claim settlement and so I don't think the labelling of the payments is central to the outcome of the complaint.

- I don't think Vitality's requests for information were invasive, threatening or unreasonable. That includes the information requested about Miss H's employer and the circumstances of her employment. I'm satisfied they were the types of enquiries an insurer would usually undertake in a case of this nature. And I'm also satisfied they were reasonable and proportionate enquiries in the circumstances of this case.
- Miss H has highlighted that she's a vulnerable consumer and has a disability. She doesn't feel this has been reflected in how Vitality have handled the claim. I think Vitality did take reasonable steps to engage with Miss H and her queries. There were times when they couldn't give an immediate answer or answer Miss H's queries in the way that she expected. However, I don't find that Vitality's actions were unreasonable in all the circumstances. There was a significant amount of contact and correspondence between Miss H and Vitality. And there were times when Vitality had to deliver difficult or unwelcome information to Miss H. I appreciate this would have been difficult for Miss H in the circumstances. However, I'm persuaded that they offered a reasonable level of service when handling the claim and reasonably took into account Miss H's vulnerability.
- Miss H is concerned that Vitality are seeking the opportunity to have ongoing and open-ended access to her medical information and that they want to provide her consultant with reports commissioned by the insurer. I can only consider what happened up until the point that this complaint was raised. The issue in relation to the scope of the medical consent is, in my view, a much more recent matter which post-dates the complaint I'm considering. I also can't consider what may happen in the future – only what has happened so far up until this complaint was made. If Miss H feels that Vitality makes an inappropriate request for information or shares information inappropriately, she'll need to complain to Vitality.
- Based on the evidence presented by Miss H and Vitality in relation to this complaint I don't think Vitality have acted unfairly. I'm persuaded they've made reasonable attempts to obtain medical information to determine whether the claim is valid. I've not seen evidence which demonstrates that the requests made to third parties were unreasonable or unfair.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 22 December 2025.

Anna Wilshaw
Ombudsman