

## **The complaint**

Ms T has complained that Vitality Life Limited ('Vitality') requested bank statements and information unnecessarily, delaying benefit payments. She has also complained about mistakes made in her benefit payments and not automatically paying compensation offered after raising complaints in December 2022 and April 2023.

## **What happened**

Ms T has an income protection insurance policy, underwritten by Vitality. She made a claim which was accepted in 2021. Vitality requested bank statements and medical information and whilst waiting for these documents, suspended payment of benefit.

Ms T complained. Vitality responded and accepted that its service fell below a reasonable standard and offered compensation of £100 in December 2022, £200 in April 2023, £500 in October 2023 and £300 in March 2024. Unhappy, Ms T referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't uphold it.

Ms T asked for an Ombudsman's decision. And so the case has been passed to me for 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

Firstly, I would like to offer my deepest condolences for Ms T's recent bereavement. And I am very sorry to hear of her ill health and struggles. I appreciate my decision will come as a disappointment to Ms T but I hope it provides her with the explanations she needs to bring these specific matters to a close.

I'd also like to clearly set out the complaints that I can look at in this decision. Ms T has a number of cases with our Service and so it's important to confirm the remit of this decision.

My decision relates to the following complaints only:

- Request for specific bank statements
- Delays in payment and index linked benefit payments (final response letters dated October 2023 and March 2024)
- Complaints about compensation payments

Complaints not being looked at under this decision:

- Any complaints raised prior to October 2023 as they are now out of time and would have needed to have been referred to the Financial Ombudsman Service within 6 months of the final response letters provided by Vitality
- Why a 50% disability rate has been applied
- Discrimination and Vitality reward points
- Any ongoing issues relating to requests for information post January 2025
- Any new complaints about any of the above
- For the avoidance of doubt, the complaints about the 50% disability rate and discrimination relating to Vitality reward points have been dealt with separately and have different case reference numbers

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The background to this matter has been set out in quite some detail by the investigator. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions although I am aware of the background to Ms T's other complaints.

I have considered all the information provided by Ms T and the various rules, laws and regulations she has referred to. As a quick and informal service, I will deal with what I consider to be the crux of the complaint and comment on what I consider to be appropriate and relevant.

The starting point is the policy documentation including the terms and conditions which make up the contract of insurance between Ms T and Vitality.

#### Request for bank statements

Vitality asked Ms T to provide bank statements from March 2022, September 2022 and February 2023. *The policy terms which make up the contract of insurance between the parties 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...Copies of your medical records...If you do not give consent...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..."*

As the policy says Vitality can ask for evidence at reasonable intervals and lists the evidence it could ask for but confirms that this isn't limited, I am satisfied that Vitality has acted in line with its terms and conditions. It is entitled to ask for both medical and other information to ensure Ms T remains eligible for benefit.

Ms T is unhappy at the timing of the request and believes Vitality only requested bank statements in response to her raising a complaint. Furthermore, she is unhappy that Vitality continues to raise questions relating to her statements.

Having reviewed the correspondence as a whole, while I can understand why Ms T would be frustrated at Vitality's requests for statements, an insurer is entitled to verify claims on an ongoing basis. I don't think Vitality's request for targeted and specific information was onerous or unreasonable and so I can't say it acted unfairly. It wanted to review the

statements after checking the benefit payments to ensure Ms T was receiving the correct amount of benefit. I have also seen it gave Ms T ample opportunity to provide the information before suspending benefit. I don't think Vitality's actions were unreasonable.

Ms T has continued to correspond with Vitality after providing her statements to it but I cannot consider that further correspondence in this decision – that would be a new complaint.

#### Delays and index linked benefit payments

Vitality has accepted that the benefit payments should have been index linked sooner. It sent a response to Ms T about this setting out the payments made and the shortfalls. It invited Ms T to return to it with any further queries. And it offered a total of £800 (£500 in October 2023 and £300 in March 2024) compensation for the impact of this issue on Ms T.

Having considered the frustration and inconvenience caused to Ms T, I am satisfied that the compensation of £800 is fair and reasonable as this recognises the substantial distress, upset, worry and disruption caused to Ms T over many months. Our award bands for distress and inconvenience can be found on our website.

#### Complaints about compensation payments

Vitality has confirmed that all compensation payments offered as a result of complaints have been paid. Ms T was unhappy that it hadn't automatically made two payments as it did previously. This was because Vitality changed its process and required Ms T to confirm acceptance before making payment. There is nothing wrong with Vitality changing its process and as those payments have since been paid, there is nothing further for Vitality to do.

#### Summary

Having considered the complaints that I can look at in this decision, I consider Vitality has fairly compensated Ms T for the errors it made in the benefit calculations and the delays in paying her. I don't think it acted unreasonably when requesting specific bank statements.

#### Further information

Since the case has been passed to me, Ms T asked for an extension to provide further information but I have sufficient information to make a final decision. I have listened to Ms T's call with the investigator in full but in summary, she explains she has an email chain to show that Vitality had never previously asked for her bank statements. I accept that Vitality didn't ask Ms T for statements previously and so I don't need any further evidence to demonstrate this. Even if Vitality hadn't previously asked for this information, I have explained in my decision that it is entitled to ask for financial information and verify a claim including information to check whether the correct amount of benefit is being paid.

Ms T has ongoing concerns but those concerns cannot be looked at under this decision. Any new complaints would need to be dealt with separately.

#### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 17 December 2025.

Shamaila Hussain  
**Ombudsman**