

## **The complaint**

Mr P is unhappy with Vitality Life Limited's decision to decline his income protection claim and add an exclusion to his policy for the non-disclosure of his past medical history.

## **What happened**

In February 2025, Mr P took an income protection policy with Vitality. A month later, he made a claim owing to his symptoms of stress and anxiety. His claim was declined in August 2025 as Vitality said Mr P had misrepresented his medical history.

Our investigator didn't uphold this complaint. She said Mr P didn't tell Vitality, when asked, about his previous episodes of depression and shoulder pain. She said the misrepresentation was careless and that had Vitality known this information when he applied for the policy, it would have added an exclusion for claims related to mental health disorders. She also noted there were delays assessing Mr P's claim and said the £150 compensation already paid by Vitality was fair.

Mr P, unhappy with that, asked that an ombudsman review his complaint. In summary, he said he answered the health screening questions correctly and that he was asked to provide information related to his health over the last 12 months, and not the last five years. He said the investigator's findings were flawed based on an inaccurate application of the Consumer Insurance Disclosure and Representations Act (CIDRA) 2012.

Mr P would like his claim accepted, interest paid on the benefit amount and compensation for the distress and inconvenience caused. So, it's now for me to make 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've decided not to uphold it and for broadly similar reasons as our investigator. Vitality has persuasively shown Mr P didn't disclose information about his medical history, when asked, which was important to it. Had this information been shared at inception, the insurer has evidenced it would have added the exclusion to the policy from the outset. It's for those reasons it can fairly add the exclusion retrospectively and rely on it to decline Mr P's claim. I'll explain why.

Mr P's made several arguments and references to caselaw that he believes are relevant to this complaint. I've reviewed all his evidence but I won't be responding to every point of reference submitted. I wanted to reassure him that if I've not mentioned something specifically, it's because I don't consider it relevant to the outcome of his complaint. The rules that govern this service enable me to do that as my role is to resolve complaints with minimal formality.

The relevant case law that applies in this case comes from CIDRA and says a consumer must take reasonable care not to make a misrepresentation when taking out a contract of

insurance. I've also considered other relevant industry guidance, such as the Insurance Conduct of Business Sourcebook (ICOBS) which says Vitality must handle claims promptly and fairly and must not reject a claim unreasonably.

### The non-disclosure

Mr P sourced this policy through a financial adviser. To be clear, I'm not considering any perceived issues Mr P may have about the sale of the policy – that includes any issues he may have with the way the adviser sold the policy, or the questions the adviser asked him. My decision will only focus on the actions taken by the insurer and its decision to refer to CIDRA and apply the remedy under that law.

The questions Mr P was asked in February 2025 were:

*“Apart from any condition you have already told us about, have you had any of the following in the last 5 years:*

*Your health in the last 5 years*

*Any mental health problem including depression, stress, anxiety, panic attacks or eating disorder that has required treatment, consultation with a health professional or time off work?*

*Any pain or other problems relating to your back, neck, joints, bones or muscles including arthritis, ankylosing spondylitis, rheumatism or gout?”*

I'm satisfied both questions are clear. Mr P answered *no* to both questions, however, upon reviewing his medical records, Vitality said he should have answered *yes*. Having reviewed the supporting medical evidence I'm persuaded by what Vitality said. I say that because Mr P's medical records show he saw his GP in February and March 2020 for symptoms of depression. He also saw his GP a month after the policy started and shared that he'd been suffering with symptoms of stress for the past two months. Vitality highlighted this also meant Mr P was symptomatic when he applied for the policy. Further, the medical records show Mr P suffered with recurrent shoulder pain in October 2020 and was referred to a musculoskeletal clinic for a steroid injection.

It's for these reasons I agree it's reasonable for Vitality to apply and follow CIDRA in this case. The insurer said this was a careless misrepresentation, rather than a deliberate attempt to mislead it and having considered the timescales involved here, I agree that's a reasonable categorisation for the misrepresentation.

Mr P said he was unclear about the timeframe he needed to consider to answer the questions. He explained he was under the impression it was over the last 12 months, rather than the last five years. But given that I explained earlier that I consider the questions to be clear, I find that argument less persuasive. Further, I note Vitality sent Mr P the confirmation of schedule letter on 20 February 2025, which outlined the questions asked and the answers provided, giving him the opportunity to review and amend any of the answers provided to the insurer.

Vitality said the exclusion it would have added, had it known the full extent of Mr P's medical history was:

*“Any disease, disability, disorder, injury, any operation, or treatment, whether directly or indirectly caused by anxiety state, depression or any mental or functional disorder”*

Vitality provided its underwriting guidance as evidence that it would have added an exclusion

for claims arising from mental health disorders. I'm unable to share this information with Mr P as it's commercially sensitive, but I'd like to reassure him I've carefully considered it and I'm satisfied Vitality has added the exclusion in line with its underwriting criteria. It's also added an exclusion under the serious illness benefit for any disease or disorder of the left shoulder.

Because the insurer has shown it would have added the exclusions from inception, under the remedies available to it as part of CIDRA, Vitality can fairly add the exclusions retrospectively in the way it has here. It can also rely on the above exclusion to reasonably decline Mr P's income protection claim for stress and anxiety.

### The service

Mr P said it took Vitality too long to come to a decision on his claim. I've thought carefully about that, but I'm not persuaded Vitality was the main cause of the delays. Mr P claimed on his policy towards the end of March and after receiving information from Mr P, Vitality requested his GP records on 26 April. There was a delay receiving the GP records, but I don't think it reasonable to hold the insurer responsible for that. Vitality regularly chased the GP surgery for the outstanding information and kept Mr P updated throughout that time.

The medical records were received on 11 June and after reviewing the information, Vitality needed the GP to answer more questions about Mr P's previous episodes of anxiety and depression, his raised cholesterol, his shoulder injury and a referral to physiotherapy. Mr P has argued this information wasn't necessary and the insurer was potentially asking for more information than was relevant. I understand the argument he's making and whilst I think Vitality could have stipulated the questions it asked were related to the five years that preceded the policy's inception, I still think the questions it asked the GP were relevant and proportionate in the circumstances.

I also noted that although Mr P's GP sent medical information that preceded February 2020, Vitality didn't rely on that information to determine whether there had been a non-disclosure.

The follow up questions Vitality asked the GP were specifically related to the non-disclosure and I'm persuaded this information was needed to determine exactly what treatment Mr P may have received and when. Although Vitality likely knew there was a misrepresentation at the point it received the medical records back in June, it needed to better understand the extent of that and whether the misrepresentation was ultimately careless, or deliberate. I also saw Vitality wrote to Mr P at the time explaining it needed more information about those conditions and that it had reached out to the GP for further information.

Upon receipt of the updated information on 17 July, Vitality wrote to Mr P explaining it'd assess the information and come back to him once that had happened. Vitality, after initially being told by Mr P it didn't have his consent to use his medical information, told him on 8 August that it discovered the non-disclosure after receiving the latest information from his GP. Vitality declined Mr P's claim almost a month later. It recognised there was a delay here and paid Mr P compensation for that, which I thought was reasonable in the circumstances.

So, although there was some delay here, I'm satisfied this wasn't predominantly caused by Vitality. Further, the insurer proactively chased the GP surgery for the information it needed and kept Mr P informed throughout that time. Where there was a delay attributable to Vitality, it recognised that and paid £150 compensation which I'm persuaded fairly reflects the level of distress and inconvenience caused.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 April 2026.

Scott Slade  
**Ombudsman**