

## **The complaint**

Mrs W has complained that Vitality Life Limited declined her application for life with serious illness cover.

## **What happened**

The background to this complaint is well known to the parties. In summary Mrs W complained when Vitality declined her application. It said it could offer her life cover alone, but with a premium loading.

Our investigator didn't find that Vitality had done anything wrong. Mrs W appealed. She didn't think the condition she had experienced increased her risk factors for other medical conditions.

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 to this complaint and the 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. For the following reasons I agree with the conclusion reached by our investigator:

- The relevant regulator's rules say that insurers must conduct its business with integrity. It must pay due regard to the interests of its customers (which includes prospective policyholders) and treat them fairly. It must act to deliver good retail outcomes for retail customers. So I've considered, amongst other things, the regulatory rules, good industry practice, and the available evidence, to decide whether I think Vitality assessed Mrs W's application fairly and in accordance with the regulatory guidance.
- Vitality was entitled to consider the medical information provided by Mrs W's GP practice to decide whether to accept Mrs W's application. I'm satisfied on the evidence it did this with reference to its underwriting guidelines, having taken into account the report from her GP, and with input from its Medical Officer. I can't share sensitive commercial evidence, but I've seen the underwriting guidelines that Vitality has relied on, and I'm satisfied that Vitality acted in accordance with the guidelines by referring the matter to its Medical Officer. So I don't find that Vitality treated Mrs W unfairly or differently to it would have treated others with her medical history.
- Vitality explained that it needed to consider the risks associated with any medical condition over the entire life of the policy and not only any immediate medical concerns. I appreciate that this was disappointing for Mrs W, who was of the opinion

– having done research – that the condition she experienced was very unlikely to occur again. She said that she could find no evidence that it increased her risk factors for other conditions. I do understand this, but Vitality noted that this was a recent episode, lasting several hours and no cause had been found. It was entitled to reach its own underwriting conclusion on the basis of the medical referral it made.

- Having considered all the evidence and representations I'm satisfied that Vitality clearly explained its reasoning to Mrs W in order for her to understand the outcome. In all the circumstances I don't find it treated her unreasonably, unfairly or contrary to the regulations by declining to offer serious illness cover when it did.

### **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 Mrs W to accept or reject my decision before 15 July 2024.

Lindsey Woloski  
**Ombudsman**