

## **The complaint**

Mr B has complained that Vitality Health Limited ('Vitality') didn't give him clear information about the hospital he used and he was charged 40% co-payment.

## **What happened**

Mr B has a private medical insurance policy, underwritten by Vitality.

Vitality authorised treatment with a specific consultant and a hospital on Mr B's hospital list. However, Mr B says the consultant sent him to a similarly named clinic nearby for scans. Vitality said this wasn't on his list. He therefore had to pay 40% of those costs.

Mr B complained to Vitality but it said it had made it clear that any hospitals outside his list wouldn't be covered in full.

Unhappy, Mr B referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Vitality had done anything wrong as it had clearly mentioned Mr B's hospital list in a letter to him and during phone calls.

Mr B disagreed and said Vitality hadn't treated him fairly. He asked how many hospitals were in the same location in the same street. He said he didn't know he was going to a different hospital. In addition, there was no mention of any cost or agreement from Mr B to pay any costs. As he was concerned about his medical tests and results, he should have been treated by Vitality fairly and as someone vulnerable.

And so the case has been passed to me to decide.

## **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.

- I have considered the relevant rules and industry guidelines applicable to this complaint. The relevant rules say insurers should handle claims promptly and fairly and shouldn't unreasonably reject a claim. And they should give clear information and guidance to customers.
- The policy terms confirm any treatment must take place at a hospital eligible and on Mr B's list and by a consultant recognised by Vitality.
- In May 2023 Vitality wrote to Mr B to confirm it had approved his treatment and noted the name of the hospital and the consultant that had been approved. In this letter, it said if he attended a hospital that wasn't on his list, a co-payment would apply and it told him to check that the hospital the consultant suggests is eligible under his plan. It

also reminded Mr B that his hospital list options could be found on his member zone.

- Vitality has provided evidence to show that Mr B used a different hospital to the one it authorised. Mr B says he was sent there by the consultant and it had a similar name to the one that was approved so he wasn't even aware that he was being sent to a different hospital.
- I can understand why Mr B feels he is being treated unfairly and it's clear that he was confused by the similar names of the hospitals. But I can't say Vitality did anything wrong or provided him with information which was incorrect or unclear. It can't be held responsible for the actions of the consultant. And I think it made it clear that only specific hospitals on his list would be covered and he should check any hospital the consultant suggested.
- Although the names of the hospital which was authorised and the one he attended are similar, had Mr B checked his member zone as advised by Vitality, he would have seen that the hospital he attended wasn't on his hospital list. And so I can't fairly ask Vitality to pay anything further. Overall, I don't think Vitality treated Mr B unfairly.

### **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 Mr B to accept or reject my decision before 11 April 2024.

Shamaila Hussain  
**Ombudsman**