

The complaint

Mr B is unhappy with the service received from Vitality Health Limited.

What happened

Mr B has private health insurance with Vitality. As part of his policy, he has access to a private GP service. Mr B called Vitality to arrange a blood test and was referred to that service to arrange the appointment. Mr B said the experience he received using that platform was disappointing. He explained there were delays arranging the nurse to attend his home and that he could've been seen more quickly through the NHS. The GP consultation didn't go ahead on time, nor was the GP able to explain the cost of the consultation or the procedure. Mr B also said he was also provided an incorrect prescription.

Vitality acknowledged the difficulties Mr B experienced with the third-party providers, but ultimately said it's not responsible for these issues. It said they are separate companies and are not connected to Vitality other than to provide additional services. It said Mr B would benefit from complaining to those companies separately in the circumstances.

Our investigator essentially agreed saying that he was unable to help. He explained the services Mr B complained about fall outside of Vitality's responsibility as they're provided independently. He sign-posted Mr B to contact the GMC as that is the industry regulator for healthcare.

Mr B disagreed with our investigator. He said Vitality shouldn't simply pass his complaint off elsewhere and that it should take more responsibility for the service offered by that company. He said these issues have caused him psychological distress and he'd like it to recognise his concerns and pay compensation.

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 too have decided not to uphold it. I recognise and appreciate Mr B's strength of feeling here, he feels let down by a service that should've made things much easier for him in the circumstances. However, this wasn't the case for the reasons he's already explained. The issue I have though is that the actions he's complained about aren't directly related to Vitality and so I cannot reasonably hold it responsible. I'll explain why.

I've carefully considered the relationship between Vitality and the service providers involved with Mr B's complaint. I understand Mr B's argument, that Vitality is his insurer and therefore it should take responsibility for the perceived short comings. Mr B expected a much better level of service and given Vitality introduced him to those service providers, he wanted it to effectively step up and shoulder the responsibility for that.

Whilst I see the logic in Mr B's argument here, I must be fair to Vitality and consider the agreement between it and the service providers. The relevant term says;

“Our liability under this plan

Our liability under this plan is limited to paying for treatment or services in respect of eligible claims under this plan. The choice of provider of the treatment or services (“provider”) for which you are claiming under this plan is your responsibility, except:

- if you are covered under our Consultant Select option, in which case your treatment will be provided by a hospital, consultant or therapist on our panel*
- for Weight loss surgery or Corrective surgery benefits which must be arranged through a consultant group nominated by us.*

We make no representations or recommendations to you or any of your insured dependants regarding the availability and standard of any treatment or services offered or provided by any provider. We will not be held liable to you or any insured dependant for any loss, harm or damage of any description resulting from lack of availability or from a defect in the quality of any treatment or service offered or provided by such provider.

This plan represents the whole and only agreement between you (the plan holder) and Vitality Health relating to the provision of private medical insurance. We use partners to offer services and activities related to the Healthy Living Programme. While these companies are carefully selected, we cannot be held liable for any loss or harm to you or any insured dependants arising from any act or omission on the part of a partner, or as a result of using any service or product provided by a partner”

I've highlighted this because I think it clearly sets out Vitality's intentions about the level of responsibility it intended to take using third-party providers. The above term says Vitality takes no responsibility for the availability or standard of treatment received. I'm satisfied Mr B's complaint therefore cannot reasonably be upheld in the circumstances as Vitality doesn't have to take responsibility for the poor service he received from the third-party providers. I'm aware that Vitality referred Mr B to raise a complaint with that company in particular and I think that's the right course of action here for the reasons I've explained. Vitality's role, as Mr B's insurer, is to give a decision on a prospective claim fairly and promptly. And so, given it did this when Mr B called to arrange for a blood test, there's nothing more I'd expect it to do in these circumstances.

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 B to accept or reject my decision before 4 April 2024.

Scott Slade
Ombudsman