

The complaint

Mr B is unhappy with the customer service he received from Vitality Health Limited whilst trying to arrange access to a therapist.

What happened

Mr B had private healthcare with Vitality. In June 2023, he tried to arrange face to face therapy through Vitality, however, this didn't go according to plan. Mr B said it took far too long to arrange his first appointment. Mr B contacted Vitality on 5 June and it wasn't until 24 July that he could actually see a therapist. Mr B said he arranged alternative treatment via the NHS and was seen much more quickly.

Mr B said that when he complained to Vitality, it simply passed him to a third-party provider. He said Vitality should've taken more responsibility and refunded his premiums because he was unable to use the policy when he needed it.

Vitality said it did what it could to support Mr B by authorising his claim. Vitality also said it referred Mr B to the third-party provider to arrange the treatment and so there wasn't anything else it could've reasonably done in the circumstances. It also highlighted that appointments were offered, however Mr B declined them because they were too far away. Vitality also noted virtual appointments were offered and that Mr B cancelled one of those too.

Our investigator said he can only consider Vitality's role here and not that of the third-party provider, which includes the delay in arranging treatment. He also said Vitality had acted fairly by approving Mr B's claim promptly and referring him to the third-party provider to arrange his treatment. He also noted when Mr B got in touch to share his concerns, it correctly referred these to the third-party.

Mr B disagreed with this outcome. In summary, he explained that Vitality should've taken more responsibility because it collected a monthly premium from him. Mr B reiterated that Vitality had referred him to the third-party and therefore it should be on the line for the poor level of service received. And 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 too have decided not to uphold it. My reasons for doing so are similar to those already explained by our investigator in that I'm satisfied Vitality assessed Mr B's claim fairly and promptly. I'm also satisfied it referred Mr B to the third-party provider correctly and that the issues Mr B's unhappy with aren't things I could reasonably hold Vitality responsible for. I'll explain why.

Vitality's role, as Mr B's insurer, was to give an answer on whether it accepted liability for Mr B's claim. I'm satisfied it did that quickly and without any unnecessary delays. Mr B

contacted it at the beginning of June and it gave an answer within two weeks. However, from this point onwards, Vitality wasn't responsible for arranging Mr B's appointments. This was down to a third-party provider and so realistically, I'd have expected Vitality to pass this on to Mr B – which I'm satisfied it did.

There were delays associated with Mr B being able to see a therapist face to face, however, this isn't Vitality's responsibility. Mr B arranged to be treated through the NHS more quickly, however, the third-party provider said it had offered Mr B appointments and that he'd cancelled them.

Mr B complained to Vitality, however, the insurer referred him back to the third-party provider as I'd have expected it to. In addition, I note when Mr B said he was unhappy, Vitality attempted to speak with him to see how it could help. I'm pleased Mr B was able to get the treatment he needed through the NHS, however, that doesn't mean Vitality should refund him any premiums. I say that because it did what I'd expect it to in the circumstances and offered to cover private treatment.

My final decision

I don't uphold this complaint because I don't think Vitality has done anything wrong in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 June 2024.

Scott Slade
Ombudsman