

The complaint

Mrs G complains about how Vitality Health Limited dealt with a claim against her private medical insurance. Mrs G's husband, Mr G, is assisting her in bringing the complaint.

What happened

In summary, in May 2023, Mrs G took out private medical insurance underwritten by Vitality. In November 2023, Mrs G contacted Vitality about a claim for shock wave therapy for planta fasciitis. Vitality authorised the claim and gave Mrs G the names and contact details of three consultant orthopaedic surgeons. Mrs G chose Mr W, who recommended treatment by a physiotherapist, Mr N. Mrs G had shock wave therapy with Mr N in December 2023 and January 2024.

In January 2024, Mrs G discovered that she could have had shock wave therapy much nearer to her home. She complained to Vitality that it hadn't offered her the details of providers nearer to her home.

Initially Vitality offered Mrs G compensation of £50 for its failure to provide details of providers closer to her home. Mrs G didn't think that was sufficient and pursued her complaint. She wants Vitality to compensate her £85 for petrol costs, £100 for her time and £50 for wear and tear of her car.

In response to this service's request for information, Vitality said that it hadn't found any evidence that it gave Mrs G Mr N's details or told her treatment with Mr N was her only option. Vitality withdrew its previous offer of compensation.

One of our investigators looked at what had happened. He didn't think that Vitality was at fault. The investigator said that Mrs G told Vitality about Mr N. He said that Vitality processed her claim as she requested. The investigator said that it was common for claimants to tell the insurer the name of the specialist they wanted to see and that he wouldn't expect Vitality to challenge the suitability of Mrs G's choice.

Mrs G didn't agree with the investigator. She said that when Vitality offered her compensation of £50 she understood that was an admission of fault. Mrs G thought that the investigator had misunderstood the sequence of events leading up to her treatment by Mr N. She maintained that Vitality failed to provide details of the nearest treatment provider.

Mrs G asked that an ombudsman consider her complaint, so it was 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.

Mrs G is responsible for the costs she incurs in having private treatment. However, if her treatment is eligible treatment, Vitality pays the costs that are covered under her benefits and in accordance with the terms of cover. Any costs not covered under Mrs G's benefits are Mrs G's responsibility.

There's no cover in Mrs G's policy for the costs of travel to treatment. In essence, Mrs G says that Vitality should pay her travel costs as it didn't direct her to a treatment provider near to her home. I'm afraid I don't agree and I'll explain why.

I've listened to the recordings of all the phone calls that have been provided. When Mrs G first contacted Vitality by phone, she said that she'd prefer to see a specialist in a named town near where she lived or in two named cities which were further away. Vitality subsequently gave Mrs G the names and contact details of three consultants and Mrs G chose Mr W. Mrs G tells me that Mr W subsequently recommended Mr N.

Based on what I've seen and heard, Vitality didn't provide Mrs G with Mr N's details or restrict Mrs G's choice to Mr N. Mrs G told Vitality that she had arranged to see Mr N and Vitality noted that. I don't think that Vitality was obliged to intervene at that stage and give Mrs G details of other treatment providers near to her home. I think that Vitality was entitled to assume that Mrs G was content with the arrangements she had made.

When Mrs G first complained to Vitality, it offered compensation of £50 and an apology for not providing details of a provider closer to Mrs G's home. Mrs G didn't accept that and Vitality subsequently withdrew the offer. In the particular circumstances here, I don't think that Vitality was at fault in doing so. On further examination of its records, Vitality didn't find any evidence that it had given Mrs G Mr N's details or told her that treatment with Mr N was her only option.

I'm sorry to disappoint Mrs G but there's no basis on which I can fairly direct Vitality to compensate her for the travel costs she incurred.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 11 June 2024.

Louise Povey
Ombudsman