

## The complaint

Mrs E and Mr E have complained about the service they received from Vitality Health Limited.

## What happened

The background to this complaint isn't in dispute. In summary Mrs E wanted to see a dermatologist for a skin condition. She contacted Vitality who provided a list of three consultants. Mrs E contacted those but was told there were no appointments for some months. However a secretary at one of the providers was able to find Mrs E an appointment with another provider within days.

Mrs E informed Vitality by email on 22 April 2024 that she would be seeing a different consultant (Dr A) to the consultants it had provided. She had an appointment shortly afterwards. On 25 April 2024 Vitality confirmed that it wouldn't cover the cost of treatment with Dr A.

Unhappy Mrs and Mr E referred their complaint here. Our investigator didn't recommend that it be upheld.

Mrs and Mr E appealed. Mr E said that his complaint was about the timing in which Vitality declined his claim.

## 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've summarised the background to this complaint and some sensitive details, no discourtesy is intended by this. Instead, I'll focus 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. In this decision I have only considered the issue to which Vitality has responded by way of a final response. I recognise that Mrs E and Mr E will be disappointed by my decision, but I agree with the conclusion reached by our investigator. I'll explain why.
- On 22 April 2024 Vitality emailed Mrs E. It provided authorisation and links to three consultants from its consultant finder. This letter said in bold: ***You don't need to tell us which consultant you have chosen, but you must let us know if you chose one not listed below, prior to booking treatment, so we can make sure they are eligible for cover and we can update our records.*** Mrs E did advise Vitality that day to say she was going to see a different consultant, Dr A. But this didn't constitute authorisation. By the time Vitality responded on 25 April 2024, Mrs E had already had her appointment. It may be that Mrs E would have had an immediate response had she called Vitality. She would have been told that a consultation with Dr A wasn't covered. But I'm not persuaded that there was any undue delay by Vitality in responding to the email. It responded in three days; I'm satisfied that was

reasonable.

- Likewise, I don't find that there was an obligation on Vitality to advise what waiting times were likely to be. Although had Mrs E asked Vitality to provide further consultants that she may be able to see sooner, it would have been reasonable to do so. But it was given that opportunity. I don't find that there was a breach of the duty of care owed to Mrs E in the present circumstances.
- I understand Mrs E wanted a speedy referral and why. But Vitality hadn't confirmed that Dr A was eligible for cover – and this is a policy requirement. Mrs and Mr E's policy had a Consultant Select clause. Their certificate of insurance stated: ***You are covered under our Consultant Select option. Our consultant panel will choose a consultant for you based entirely on your medical needs. The consultant will choose the most appropriate hospital for your treatment. We will only pay for treatment that we have authorised in advance.*** Authorisation hadn't been given for a consultation with Dr A – she wasn't on Vitality's panel. So I don't find that Vitality is liable to pay any fees incurred in respect of the consultation with Dr A. I have included this for avoidance of doubt - but I note that Mr E has said that their complaint is not that Vitality declined the claim but the timing in which they did so. This is addressed above.
- The relevant regulations provide that insurers must handle claims promptly and fairly and mustn't unreasonably reject a claim. I don't find that Vitality treated Mrs and Mr E unfairly, contrary to regulation or to their policy terms in its handling of Mrs E's claim.

### **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 E and Mr E to accept or reject my decision before 3 January 2025.

Lindsey Woloski  
**Ombudsman**