

The complaint

Mr M is unhappy that Vitality Health Limited ('Vitality') hasn't found an alternative provider to perform his surgery.

What happened

Mr M has a private medical insurance policy, underwritten by Vitality. He contacted Vitality about surgery he wanted and when he became eligible for it, Vitality provided its authorisation and referred him to its partnered provider.

The provider refused to carry out the surgery due to the high risk involved, although it had initially agreed to perform it.

Mr M complained to Vitality and said he had been discriminated against. He asked it to fund another provider. Vitality said it couldn't fund another provider but did send further medical reports from Mr M to its partnered provider to see if it would change its mind, but it didn't. Vitality explained that it had to be guided by the medical opinion.

Mr M referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Vitality had acted unfairly as it had authorised the surgery but couldn't force the provider to perform it. It also didn't have any further providers for Mr M to use.

Mr M disagreed and said he had bought the policy specifically for this surgery and if he couldn't have the surgery under the terms of his policy, he wanted a refund of all his premiums.

And so the case has been passed to me for 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 don't think this complaint should be upheld. I'll explain why.

- Firstly, as set out by our investigator, I only have jurisdiction to comment on Vitality's actions. This means I will consider whether Vitality has acted reasonably and fairly, in line with the policy terms and conditions. I understand Mr M has raised a complaint directly with the provider. I cannot comment on the provider's actions or its decision not to perform the surgery.
- The background has been set out in some detail by our investigator and is well known to both parties, so I won't repeat it all here. And I have fully considered everything Mr M has said. But in my decision, I will focus on what I consider to be key to my conclusions.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- Mr M enquired about surgery he wanted which Vitality authorised. And it passed the details over to its partnered medical provider. Initially, the provider agreed to complete the surgery and booked a date for Mr M but following a further assessment, cancelled the surgery.
- I don't think Vitality acted unfairly or unreasonably as it agreed to fund the surgery with the provider it had a contract with, in line with the policy terms. But the provider later decided the surgery was too risky. I don't think it is unreasonable for Vitality to be guided by medical opinion and it isn't responsible for the provider's decision not to carry out the surgery.
- Mr M provided further information to Vitality to show why he didn't think the surgery was risky. And Vitality forwarded this to the provider and asked it to reconsider. But the provider maintained its position. I don't think there is anything different Vitality could reasonably be expected to do in this scenario. I think it acted reasonably and I've seen no evidence that it discriminated against Mr M.
- Vitality has also explained that it won't fund an alternative provider as it only works with its nominated provider for the type of surgery involved. The terms confirm this so I don't think Vitality is doing anything wrong. And I can't fairly ask it to fund the surgery through another provider.
- Mr M has said that he would like his premiums refunded if Vitality will not fund the surgery through an alternative provider. But I don't think this is fair or reasonable as Vitality has been on risk for any eligible claims for the whole time Mr M has held his policy. So whilst I am sorry to disappoint Mr M, I won't be asking Vitality to return his premiums.

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 M to accept or reject my decision before 17 January 2024.

Shamaila Hussain
Ombudsman