

## **The complaint**

Mr K complains about how Westfield Contributory Health Scheme dealt with his private health insurance claim.

## **What happened**

Mr K has a private health insurance cash back plan insured by Westfield. On or about 1 June 2021 Mr K saw a doctor abroad who sent him a report of her findings and charged a consultation fee of about £52.

On 8 June 2021 Mr K spoke to Westfield about submitting a claim for the consultation. Westfield's call handler said the policy only covered claims for a test or investigation following a GP referral and the consultant had to be a fellow or member of college of surgeons and physicians. She told Mr K the same requirements applied if the consultant was abroad. The call handler also said the invoice needed to be English and paid in pounds sterling. Mr K said that advice was wrong as he'd made overseas claims before. The call handler said the advice she'd given was correct and if the claim didn't meet the criteria it wouldn't be paid.

On 9 June 2021 Mr K phoned Westfield to complain that the call handler he spoke to the day before had given wrong information. He was also unhappy with the way the call handler spoke to him, saying she hadn't been friendly or courteous and gave poor service. The call handler for this call said the claim invoice did need to be translated into English but it could convert the price Mr K paid into pounds sterling. Mr K said he had had electronic invoices due to Covid-19 practices and asked if he could email them to Westfield but the call handler said he would have to send hard copies in the post.

On 10 June 2021 Mr K and Westfield spoke to try to resolve his complaint. It apologised he'd been given wrong information in the previous calls and said it would feedback to the call handler. It outlined the terms of cover for consultation benefit claims. Westfield said it would cover payment for diagnostic reports but wouldn't usually accept a claim for medical reports, however as it had given Mr K wrong information he could email the receipts he had and it would settle the claim as a gesture of goodwill. Mr K said he may have said the doctor made a medical report but the doctor had given a diagnostic letter for his problem so Westfield should cover the claim anyway. He asked for compensation for his distress and inconvenience caused by Westfield's poor service but it wouldn't pay any compensation.

Mr K complained to us. He said:

- He'd been anxious and worried by the calls with Westfield where it tried to deny him the cover he was entitled to under the policy.
- It was unacceptable for Westfield not to pay him compensation when it had upheld his complaint about poor service. He wanted Westfield to pay him at least £100 compensation and train its customer service representatives to be courteous and competent.

Westfield said:

- Mr K's claim for the consultation benefit didn't meet the policy terms for cover.

- The policy terms said a GP must recommend referral to a Consultant Physician or Consultant Surgeon. For a consultation claim from abroad, the policyholder should be referred by a GP to a consultant who holds the relevant medical consultancy status for that country. It understood Mr K's consultation claim was for consultation with a GP not a Consultant Physician or Consultant Surgeon. The doctor he saw is registered with the College of Family Physicians of Canada but not registered with the Royal College of Physicians and Surgeons Canada. The policy didn't cover costs for seeing a private GP.
- As it had paid the claim even though it wasn't covered it didn't need to pay compensation as well.

Our investigator said Westfield had acted fairly.

Mr K disagrees and wants an ombudsman's decision. In summary he said:

- Our investigator hadn't understood the terms or differences of 'physician', 'doctor and 'consultant'.
- The intent of the policy for cover outside the UK is that the service is delivered by a qualified medical professional. Professional medical titles used in the UK differ from these used in other countries including the country relevant to his claim. Cultural and language differences for the country should be taken into account.
- The doctor he saw for the consultation was a physician, which is a doctor, who is highly qualified and her qualification wasn't questioned by Westfield at the time it spoke to him about the claim. Mr K detailed the doctor's qualifications.
- He wanted the ombudsman who decided his complaint to listen to his calls with Westfield and hear that the reasons it gave about why it wouldn't pay compensation are now different. His complaint is about the poor service he received in the two calls with Westfield, the dispute isn't about the qualifications of the doctor he saw.
- Westfield told him to send hard copies of the invoice which he did during the Covid-19 restrictions even though it wasn't necessary as it processed the claim using the electronic copies he sent.
- He now wants Westfield to pay him £125 compensation.

Mr K asked for the ombudsman making the decision to phone him as he said he wanted to make sure his complaint was understood.

Mr K also sent an invoice and claim for orthotics supports which he said was based on the prescription by same doctor and Westfield had settled that recent claim without raising the doctor wasn't suitably qualified.

Before I made my decision we asked Westfield for its comments about paying Mr K's recent claim. It said the surgical appliance claim met the policy terms for the surgical appliance benefit as the orthotics supports had been prescribed by a GP. It didn't have any other claims after June 2021 for consultation services provided by that doctor.

### **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.

Our investigator told Mr K that the ombudsman deciding his complaint was unlikely to phone him and he should send any further comments he had in writing, which he's done. I've considered Mr K request that I phone him. I'm satisfied that I have enough information to decide this complaint without first speaking to Mr K. He has comprehensively detailed his points about his complaint in writing. I've summarised his main points above, but I've considered all his comments in reaching my decision.

I have to decide whether Westfield acted fairly, and I think it did. I'll explain why.

Westfield says over the calls on 8 and 9 June it didn't give Mr K reasonable service, it gave him wrong information and in particular it could have handled the first call better. It apologised for the upset and inconvenience caused to Mr K and told him that it would give feedback and do further training with the call handler concerned.

I've listened to the calls and I think those were reasonable steps for Westfield to take on the service issues Mr K had raised.

Mr K says Westfield also gave poor service in asking him to send hard copies of his invoice. But the policy says:

*'The quickest way to claim is online. Submit your optical, dental, chiropody and therapy treatment claims online ...If you're claiming for any other benefit ... you'll need to complete a paper claim form and post it to us with your original receipt'.*

As Mr K was making a consultation benefit claim Westfield's original request that he send hard copies on the invoice was in line with the policy terms, even though it ultimately agreed to accept an online invoice.

Westfield didn't agree to pay compensation to Mr K for his distress and inconvenience caused by its poor service because it says it agreed to pay Mr K's consultation claim, which wasn't covered by the policy terms.

Mr K says Westfield should have paid the claim anyway so it should also pay him compensation for his distress and inconvenience. So I've considered whether Westfield acted reasonably in saying it didn't need to pay the claim.

The policy gives consultation benefit, to the policy limit, and the policy terms set out the criteria for the benefit:

*'When...*

- your GP recommends referral to a Consultant Physician or Consultant Surgeon and*
- you pay a registered Consultant Physician or Consultant Surgeon, who holds an appropriate qualification (see Definitions section) and*
- you submit your claim in accordance with section 8...*

*For...*

- diagnostic consultations on all levels of the plan*
- payments you make to a Consultant Physician or Consultant Surgeon for treatment...*

The policy also lists the exclusions under the benefit.

The policy defines 'Consultant Physician/Consultant Surgeon' as:

*'A registered Consultant Physician or Consultant Surgeon, including any individual holding an appropriate Consultant Physician or Consultant Surgeon position within a private or registered hospital/treatment centre...'*

I think the policy is clear that the consultation benefit is only available when a GP recommends a diagnostic consultation with a registered Consultant Physician/Surgeon.

Westfield says for claims for consultations abroad the referring doctor and the consultant must hold the relevant medical status for the country visited. For a Consultant Physician/Surgeon in the relevant county for Mr K's claim that means registration with Royal College of Physicians and Surgeons Canada. I think that's a reasonable requirement.

Mr K's consultation claim is for a consultation with a doctor registered with the College of Family Physicians of Canada. The doctor isn't registered with the Royal College of Physicians and Surgeons Canada.

I've taken into account Mr K's points about different countries may have different medical professional titles and there may be cultural and language differences. But from the evidence I've seen I think Westfield reasonably understood the doctor with who Mr K had his consultation is a 'family doctor', which in the relevant country is commonly a GP or akin to a GP.

I've seen all Mr K says about the qualifications of the doctor he saw. But the policy is clear that for the benefit to apply he has to be referred by a GP (or the relevant country's equivalent) to a Consultant Physician/Consultant Surgeon and the appropriately registered Consultant Physician or Consultant Surgeon does the consultation. For Mr K's claim the appropriate registration is with the Royal College of Physicians and Surgeons Canada.

The evidence is the consultation Mr K claimed for was with a doctor who is or is akin to a GP. The doctor isn't registered at the Royal College of Physicians and Surgeons Canada. So I think Westfield could reasonably say that under the policy terms the claim for consultation wasn't covered. Which means under the policy terms Westfield didn't need to pay Mr K's claim for the consultation.

Westfield didn't raise that Mr K's doctor didn't meet the criteria when he spoke to it in June 2021. But at that time Westfield didn't know who he'd had the consultation with. At the time it focused on Mr K having had a medical report (which wasn't covered in certain circumstances under the policy) as he'd referred to a medical report in the call, although he did then say he had a consultation letter.

I understand that when Westfield sent its final response letter to Mr K it had processed the claim. So Westfield could have raised the issue about the doctor then, but as it had already agreed to pay the claim I don't think there was any need for it to do so.

Westfield paid Mr K's claim for orthotics supports under the surgical appliance benefit. Those benefit terms say:

*'Your maximum benefit allowance is available over a one year benefit period.  
When...you pay for an appliance prescribed by your GP, Consultant  
Physician/Consultant Surgeon, Chiropodist/ Podiatrist...'*

So orthotics supports being prescribed by a GP (or akin to a GP) would be covered. It doesn't mean Mr K's claim for consultation with the same doctor is covered as the consultation benefit has different policy terms for cover as I've set out above.

I appreciate the service Mr K received from Westfield in the calls caused him distress and inconvenience, as Westfield accepted. But Westfield has already paid him £51.97 for a claim which I think it could have fairly declined.

By Westfield paying Mr K's claim which under the policy terms it didn't need to pay it has in effect paid him £51.97 in compensation for his distress and inconvenience, which I think is a fair amount in all the circumstances. There's no basis for me to reasonably say Westfield should pay him more.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 10 October 2022.

Nicola Sisk  
**Ombudsman**