

## **The complaint**

Mr H's complaint is about a claim he made on his Simplyhealth Access ('Simplyhealth') healthcare plan insurance policy, which was declined.

Mr H feels he was treated unfairly and wants Simplyhealth to pay his claim.

## **What happened**

Mr H made a claim on his Simplyhealth healthcare plan to be reimbursed for an allergy test he took, which he says was one of the main policy entitlements, but Simplyhealth declined his claim.

Simplyhealth said Mr H's claim wasn't covered by the policy because it was a home test kit and the policy requires allergy tests to be performed by a GP or consultant.

Mr H said that although his test was performed at home, it was interpreted by a specialist on the General Medical Council Register. He also said that if he'd known his claim wouldn't be covered, he'd never have taken the test and that the information limiting cover was located in the small print in the policy document, rather than on the main page of it- so it wasn't clear.

Mr H says he doesn't think it was reasonable for Simplyhealth to expect an allergy test to be performed by a GP or consultant as in most cases a blood sample can be taken by another health professional like a nurse or phlebotomist. He feels it would be safer to do things this way given the post Covid-19 pandemic environment. Despite this Simplyhealth remained of the view that Mr H's claim wasn't covered. Unhappy, Mr H referred his complaint to the Financial Ombudsman Service.

Our investigator considered Mr H's complaint and concluded it shouldn't be upheld. He said the claim was made outside of the policy terms because the test was not performed by a GP or consultant. He also said the policy would only engage for diagnostic consultations intended to find the cause of a policyholder's symptoms, and in this case Mr H hadn't obtained a referral to a medical professional before the test was carried out. Mr H didn't agree so the matter was passed to me to determine.

## **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 won't be upholding Mr H's complaint. I'll explain why.

The starting point is the policy terms. They cover:

*“Diagnostic consultations*

*A diagnostic consultation is to find or to help to find the cause of your symptoms.*

*What is covered*

- *the fees for diagnostic consultations that you have as a private patient*
- *blood tests or visual field tests directly connected to a diagnostic consultation*
- *allergy tests performed by a GP or consultant (not tests or advice about nutrition or food intolerance)*
- *consultant referred diagnostic tests and procedures (e.g.x-rays, scans, endoscopy, test on body tissue samples, ECGs)”*

From what I've seen, Mr H's allergy test wasn't carried out pursuant to a diagnostic consultation, nor was it performed by a GP or a consultant. As I understand it, Mr H was experiencing very particular symptoms whilst at a friend's house so arranged for a test to be performed to determine whether there was something specific he was allergic to. The test confirmed he did have a particular allergy he was affected by. Whilst I'm sympathetic to his situation, the terms are in my view fairly clear. Diagnostic consultations to help find out the cause of symptoms are covered, and they extend to allergy tests performed by a GP or consultant. So, whilst I take Mr H's point that the policy doesn't specifically exclude home allergy kits, that doesn't mean the cost of his test is covered. That's because the policy sets out the circumstances in which a claim is covered, and this isn't one of them. As such I think it was fair for Simplyhealth to decline his claim.

I know Mr H doesn't think it's fair for Simplyhealth to limit cover for allergy tests in this way, but it's not my role to determine what an insurer is and isn't prepared to cover when setting up their policies. It's up to Simplyhealth to decide the circumstances in which to cover claims. As long as they've considered those claims fairly and reasonably, we wouldn't usually interfere with the extent of cover provided. So, I won't be asking Simplyhealth to do anything further here.

Finally, I understand Mr H feels the policy terms in respect of allergy testing weren't clear because the circumstances of cover weren't on a prominent page. I don't think it's reasonable for an insurer to specify the exact circumstances in which each and every claim is covered on the front page of the policy or within the policy summary. So, whilst I take the point that Mr H might not have been aware of the circumstances in which allergy testing was covered, I don't think that means Simplyhealth did something wrong. Mr H could have called Simplyhealth to enquire about the circumstances in which allergy testing would be covered before going ahead with the home testing if he wanted to be sure.

**My final decision**

For the reasons set out above, I don't uphold Mr H's complaint against Simplyhealth Access.

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

Lale Hussein-Venn  
**Ombudsman**