

## **The complaint**

Mr S is unhappy with the service received when trying to access counselling services under a group health cash plan, underwritten by Westfield Contributory Health Scheme trading as Westfield Health.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

That includes the detailed submissions provided by Mr S in support of his claim, which I thank him for.

I won't respond to each point Mr S has made. I hope Mr S understands that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to be able to fulfil my statutory remit.

I can see that Mr S has been through a very worrying and upsetting time. I have a lot of empathy for his situation. I know he'll be very disappointed but for reasons set out below, I don't uphold his complaint. I hope it reassures him to know that his concerns have been impartially considered by someone independent of the parties.

- I can only consider complaints about activities regulated by the Financial Conduct Authority (the FCA). That includes where a regulated is carrying out contracts of insurance. And when doing so, Westfield has an obligation to handle insurance claims fairly and promptly.
- The policy schedule says that access is given to a 24-hour counselling and advice line, provided by a third party. The telephone number to access this service is also given. The schedule also says up to six counselling sessions can be provided. The cash plan guide provides further details about these benefits.
- I can see Mr S contacted Westfield on 1 August 2023 to say he has been referred for counselling by his doctor and wanted to access cognitive behavioural therapy (CBT). I'm satisfied that Westfield promptly replied the day after referring him to the confidential 24-hour advice and information line. He was told that after using this service, if the telephone counsellor thinks he'd benefit from face-to-face counselling, they'd arrange up to six sessions, the cost of which will be covered by the policy. He was given the phone number to call and told if he needed any help, to get back in touch.

- Mr S is unhappy with the service he received after contacting the advice line, particularly some of the questions in the context and setting they were asked. However, I'm satisfied that this service was provided by an independent third-party and so, Westfield isn't responsible for this. It was for the independent third-party to consider whether Mr S required up to six sessions of counselling. Mr S says that the questioning by the third-party provider exacerbated his mental health, left him feeling very traumatised and distressed and ultimately unable to proceed with accessing the counselling support he needed through the third-party provider. I'm very sorry to hear this. However, in the circumstances of this complaint, I'm satisfied that Westfield's obligations were complete as soon as it provided Mr S access to the advice line under the plan, and I've seen nothing which persuades me that Westfield wouldn't have covered the cost of counselling sessions had these gone ahead at the time.
- Mr S has referred to case law and other legal principles which he says supports that Westfield should be held responsible for the third-party provider's errors in this case, including the way the initial call was handled when he contacted it for support and counselling. It looks like the third-party provider was the only organisation Mr S could use under the plan to access the service he needed. However, I'm satisfied that doesn't mean Westfield is vicariously – or otherwise – responsible for the actions of the third-party provider, who I'm satisfied is independent and provides a range of services to other organisations through its employee assistance programme.
- I've focused on whether Westfield has acted fairly and reasonably in the way it managed the claim, as opposed to the actions of the independent third-party provider.
- I'm satisfied Westfield promptly and reasonably referred Mr S to the third-party advice line provider. And once it was aware of his concerns, investigated and provided reassurances.
- When making this finding, I've taken into account that Mr S did email Westfield raising concerns about the delivery of mental health services on 21 August 2023 and when he didn't receive a reply, he sent a chaser in November 2023. Westfield has said that the email address used by Mr S to raise his concerns was to an unmonitored inbox used for outbound marketing emails only. So, his emails weren't reviewed. I have no reason to doubt what Westfield say and I accept its submissions on this point. I've seen no evidence that this email address was given to Mr S by Westfield to use should he wish to raise a complaint. Further, the email address he used was different to the email address he used when first enquiring about needing counselling and is different to the email address in the cash plan guide under the section entitled: "making a complaint". So, in the circumstances, I don't think it would be fair and reasonable to hold Westfield responsible for failing to respond to the two emails Mr S sent it in August and November 2023, and the continuing impact Mr S says this had on his health during the time.
- I'm satisfied that when Mr S contacted a senior person at Westfield directly in around January 2024, his concerns were addressed reasonably promptly, sympathetically, and fairly considering his circumstances and communication needs.
- After becoming aware of Mr S's concerns and even though he was no longer employed and a beneficiary of the cash plan, because of the concerns Mr S raised against the third-party provider, Westfield offered to pay up to £500 towards counselling services. I'm persuaded that this is fair and reasonable. This provides Mr S access to the counselling services he was seeking but he says he was ultimately

put off from accessing due to the service provided by the third-party provider whilst he was still a beneficiary of the cash plan.

- I've also thought about whether Mr S was given sufficient information by Westfield about what would happen during the call to the third-party provider or what protocols would be followed. From what I've seen I think he was. I'm satisfied once he called the third-party provider, the nature of the call would largely depend on what Mr S disclosed during the call, the support he needed and the questions asked. That wouldn't be something Westfield would know in advance.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 March 2025.

David Curtis-Johnson  
**Ombudsman**