

The complaint

Mr H is unhappy that Medicash Health Benefits Limited trading as Medicash has partially settled a claim he made on his healthcare cash plan.

What happened

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

The relevant rules and industry guidelines say that Medicash have a responsibility to handle claims promptly and fairly. And they shouldn't decline a claim unreasonably.

The policy terms and conditions say that they'll cover 50% of claims for alternative therapies up to a specified limit. The terms also say:

We will pay the amount you have paid to a qualified practitioner as determined by us, up to a maximum in any one benefit period. The maximum benefit amount applicable to your level of cover is shown in your benefit table.

I'm not upholding this complaint because:

- Mr H booked an appointment via a third party booking website. The booking website charges a commission fee for each appointment booked with the practitioner.
- Medicash have agreed to cover 50% of the cost of the appointment with the practitioner. It's not paid 50% of the total cost Mr H paid because it says it won't contribute to the cost of the commission fee. I think that's in line with the policy terms and conditions. I don't agree the terms are ambiguous as Mr H has suggested – I think they are adequately clear.
- I've considered whether it would be fair and reasonable for Medicash to settle the costs outside of the policy terms and conditions. I'm not persuaded it is. The policy is clear about what it covers and it's open to Mr H to book an appointment directly with a practitioner to avoid incurring a commission fee.
- I've taken into account Mr H's representations that it's common practice for a practitioner's fees to include their costs of being able to practice (such as room hire and cleaning materials). However, I've not found that to be a compelling or persuasive argument in the circumstances of this case. Mr H could have booked an appointment directly with a provider and avoided the commission fee. I'm satisfied that he had a reasonable range of options for accessing treatment and that he could have avoided incurring the commission fee if he'd booked by an alternative method.

So, I don't think it's fair and reasonable to direct Mediacash to make a payment towards it.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 March 2025.

Anna Wilshaw
Ombudsman