DRN-5369752

The complaint

Mr J complains that Westfield Contributory Health Scheme Limited trading as Westfield Health has refused a claim he made under his Westfield Employee Purchased Health Plan.

To resolve his complaint, he wants the claim to be paid and an apology from Westfield.

What happened

For ease of reading, I'll refer to the business as 'Westfield'. Mr J took out the policy in April 2024. It offered him reimbursements (subject to policy limits) for the cost of undertaking certain medical care, including optical, dental, and therapy appointments as well as consultations. I understand the policy has since been cancelled by Mr J.

In September 2024, Mr J had medical care overseas, where he visited two consultants. He thereafter made a claim for reimbursement to Westfield. Westfield explained that in order to process the claim, it required payment invoices in English, along with information about the consultants and a GP referral for the consultations.

On receipt of the documentation, Westfield refused the claim. It said Mr J hadn't been referred for the consultations by a GP – and this was required by the policy terms.

Mr J appealed the decision and made a complaint. He explained that GP referrals were not part of the medical system used by the particular country he'd visited.

In October 2024, Westfield rejected the complaint. It was satisfied that it had fairly applied the policy terms and conditions. It said the policy required a GP referral to a Consultant Physician or Consultant Surgeon to claim under the consultation benefit. As there was no GP referral in place, the claim was ineligible for reimbursement.

Mr J then brought his complaint to this service. It was considered by one of our investigators, who did not think it should succeed. The investigator said despite Mr J visiting a qualified consultant, Westfield had reasonably concluded it couldn't consider the claim because Mr J had self-referred, rather than seeing a GP beforehand.

Mr J appealed. He made four additional points that he wanted considered:

1. He believes the terms and conditions are general guidelines which do not cover every conceivable scenario. Mr J feels his claim was denied because it wasn't accounted for within those terms.
2. The point of having a GP referral was to avoid unnecessary consultations – but in his case, the consultant agreed the appointment was necessary and to proceed with treatment. The claim therefore ought to succeed as the intent of the policy is to reimburse essential medical treatment.
3. If there is a grey area – and Mr J contends there is one in this case – the benefit of the doubt ought to rest with the policyholder.
4. There is no express policy wording to account for healthcare systems that do not have a GP referral process. It is therefore unreasonable to expect policyholders to

navigate different referral rules when seeking medical care overseas, where such events are insured by the policy.

Since our investigator wasn't persuaded to change his view on the complaint, Mr J said he wanted the complaint to be passed to an ombudsman.

Westfield didn't have any other comments to make. The complaint has now been passed to me.

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.

I thank both parties for their patience whilst this matter has awaited an ombudsman's decision. In reaching my decision, I've focused on what I consider are the key issues. Our rules allow me to take this approach; it simply reflects the informal nature of our service as a free alternative to the courts and no discourtesy is intended by it. If there's something I haven't mentioned, it isn't because I've ignored it. It's since I don't need to comment on each individual argument to determine what I believe is the right outcome in the circumstances.

Having reviewed this complaint carefully, I agree with the outcome reached by our investigator. Though I know it won't be what Mr J has hoped for, it means I won't be asking Westfield to do anything further to resolve the complaint. In summary, my findings are:

- It's important for me to point out that we do not act in the capacity of a regulator. That remit falls to the Financial Conduct Authority ('*FCA*'), where it may look at wider issues governing how businesses conduct their operations or exercise what may be commercial judgement on the provision of a particular service.

- My role isn't to substitute my view for that of a business but instead, to determine if a business has acted fairly in all the circumstances of a complaint.

- I am satisfied that Westfield has fairly refused the claim, by applying the policy terms and conditions to Mr J's documented circumstances.

- The policy terms and conditions form the basis of the contract of insurance between the parties, and therefore it is reasonable for Westfield to rely on those terms when reviewing the claim.

- The policy terms relating to consultations say:

> "*Policyholder: Your maximum benefit allowance is available over a one year benefit period.*
>
> *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 7, General Terms and Conditions.*"

- Mr J did not obtain a GP referral, because the country he was in did not utilise that system.

- However, that does not mean that Westfield is liable to pay the claim and reimburse Mr J to the maximum limit for the consultations. It says the terms and conditions are clear about requiring a GP referral, and I agree.

- Though Mr J suggests a grey area in the interpretation of the policy wording, I do not agree. It is right that the policy does not prevent medical care overseas, and if the process of that care entailed an insured event under the policy, then Westfield will assess it for reimbursement. In essence, when claiming for services abroad the policy terms and conditions for claiming are equivalent to claiming in the UK.

- However, in every instance of a claim for consultations – which is what Mr J had overseas - a GP referral is required. This enables Westfield to determine the validity of the claim. That Mr J underwent the consultations without a prior GP referral (even If this was not an available step) was a matter of his choosing. The policy terms were explicit as to the referral being a prerequisite for attendance with a consultant. So, in Mr J's circumstances, Westfield could not approve his claim as the policy terms haven't been met.

- As I set out above, the FCA operates in the capacity of the regulator. And my role isn't to decide if Westfield has reasonably drafted the policy terms. Rather, I have assessed whether it has applied those terms to Mr J's claim in a fair, consistent and reasonable manner. And I am satisfied it has done so. I cannot therefore uphold this complaint or ask Westfield to pay Mr J's claim.

My final decision

I am unable to uphold this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 September 2025.

Jo Storey
Ombudsman