

The complaint

Mr W has complained that Westfield Contributory Health Scheme (trading as Westfield Health) won't cover the cost of a scan under a private medical insurance policy.

What happened

On 20 September 2024 Mr W saw a consultant who recommended that he have a CT scan, which he underwent on the same day. Mr W later received a bill of £457 for the scan, so he made a claim on the policy.

Westfield refunded £300 to Mr W, that being the annual outpatient treatment limit on the policy. However, it later said that this had been paid in error as only scans arranged via its own scanning service are covered. It asked Mr W to repay the £300 or that it would recoup the amount from any future claims.

Our investigator thought that Westfield had acted reasonably in declining to pay the claim and requesting the payment back. Mr W disagrees and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on Westfield by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Westfield to handle claims promptly and fairly, and to not unreasonably decline a claim.

The policy terms state:

'Scanning Services

Our MRI, CT and PET Scanning Service is provided by (provider), a UK based provider of managed imaging services, with over 20 years experience, so you know that you are in safe hands.

Having access to MRI, CT and PET Scans offers you an end-to-end service. (Provider) will organise the scan at one of their scanning sites, right through to them sending the scan report direct to your consultant, you don't have to worry about making the arrangements or the cost.

To request an MRI or CT scan you need to follow these simple steps:

(.....)

Please note: If the scan has not been arranged and notified to you by (provider) it is not covered under the MRI, CT and PET Scanning Service. You will have to pay for the scan yourself if you, your practitioner or anyone other than (provider) has booked the scan.'

Looking at the above, CT scans are something that can be provided under the policy. However, it is clear that scans must be arranged via Westfield's own scanning service, otherwise they are not covered.

Mr W says he didn't have time to try and download the Westfield app and read the small print. However, it is the responsibility of a policyholder to familiarise themselves with what is and isn't covered under the policy. If he was in any doubt, he could have contacted Westfield to check.

He says he'd had a scan before without any issues. He said he hadn't made contact with Westfield at that time to advise them, so he naturally presumed that it would be ok again this time. However, the available evidence shows that when he had a scan in 2019, he did follow the proper procedure of arranging it via the scanning service.

Mr W says there's no record of who phoned to request the CT scan in 2019. However, I've seen a copy of an email he sent Westfield on 12 October 2019, attaching a CT request form from the hospital. It responded on 14 October 2019 to say that the referral request had been passed to its scanning service who would contact him shortly. There's then an email from the scanning service to Mr W stating that it would take up to 48 hours to process the request and that he would receive a call from their call centre. So, it's apparent that he was aware in 2019 of the need to make arrangements via Westfield and its scanning service. Because he did so, that's the reason he wasn't charged for it on that occasion.

As already mentioned, Westfield incorrectly reimbursed Mr W £300 and then asked for its return. Mr W didn't pay it back and so Westfield has said it will recoup the amount from any future claims.

The consultation that Mr W had on 27 September 2024 cost £145, which he also put in a claim for. Ordinarily that would have been covered under the benefit limit. However, as Westfield had already mistakenly paid him the £300, it would then not pay the consultation cost. But that does mean that Westfield has already recouped £145 from Mr W. So, there is now only a £155 that is owing. Mr W can either contact Westfield to pay that amount back, or he can expect the first £155 of any future claims to not be paid.

I've thought very carefully about what Mr W has said but, on balance, I consider it fair and reasonably that Westfield had declined to cover the cost of the scan, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 12 June 2025.

Carole Clark
Ombudsman