

## **The complaint**

Mr S complains that Mediacash Health Benefits Limited declined a claim under a health cash plan policy.

## **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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- The policy covered chiropody treatment and assessments as follows:

*"We will pay the amount you have paid to a qualified and insured Chiropodist or Podiatrist[...]"*

And this section specifically excluded the following:

*"Treatment from a Foot Health Practitioner"*

- Mr S received Routine Foot Care Services, and he was treated by a Foot Health Practitioner. He says the practitioner took the same action as any other qualified person would take, and the cost was the same. But I'm not persuaded that because of this, Mediacash should step outside the terms and conditions of the policy. Insurers are entitled to decide what risk they're willing to cover in return of a premium. And the policy terms are clear that a benefit is paid when treatment is provided by a qualified and insured Chiropodist or Podiatrist, and treatment from a Foot Health Practitioner isn't covered.
- I'm satisfied Mediacash has acted in line with the terms and conditions of the policy when it declined Mr S' claim, for the reasons it did.

- Mr S says the term is onerous, and it should have been highlighted in the policy documents. But the policy pays a benefit for Chiropody, which is clear in the policy terms, including the benefit table. So, I don't think the exclusion for treatment from a Foot Health Practitioner is onerous, nor do I think it should have been highlighted in the policy documents. I think the exclusion is clearly set out in the Chiropody section of the policy.
- I'm sorry to disappoint Mr S, but I don't think there are any fair and reasonable grounds for me to ask Medicash to pay Mr S a benefit outside the terms and conditions of the policy.

### **My final decision**

My final decision is that 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 21 November 2025.

Renja Anderson  
**Ombudsman**