

The complaint

Miss D complains about the decision by Westfield Contributory Health Scheme to turn down her cash plan claim.

What happened

Miss D took out the plan on 3 February 2023 with Westfield. The plan allows Miss D to claim money she's spent on certain medical expenses. The plan excludes any pre-existing medical conditions.

Miss D made a claim after having acupuncture treatment. Westfield assessed the claim, and noted the acupuncturist said Miss D was first seen on 1 February 2023 for her stress and insomnia. As this was before the plan had started, Westfield turned down the claim and added an exclusion to the plan for insomnia and stress (as well as other pre-existing medical conditions that Miss D's GP had told it about). Unhappy with Westfield's decision to turn down her claim, Miss D brought a complaint to this Service.

Our investigator didn't recommend the complaint be upheld. She thought Westfield's decision to turn down the claim and apply the exclusions had been reasonable.

Miss D didn't accept our investigator's findings, and so the matter 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.

Having done so, I agree with the conclusions of our investigator, and for these reasons:

- Miss D applied for the plan online. I've checked the information she was given when doing so, and I'm satisfied the online application made it clear that the plan was only intended to cover new medical conditions (excluding claims for optical and dental). Miss D could then click on a link for more information about this, and needed to select a box to say she had read and understood the information about pre-existing medical conditions. The plan terms and conditions, and Insurance Product Information Document (IPID) also made it clear that the plan only covers new medical conditions. I'm therefore satisfied Miss D understood she couldn't claim for conditions that existed before the plan started.
- Miss D met with the acupuncturist two days before the plan started. The acupuncturist told Westfield that Miss D's treatment for insomnia and stress started on that date. I'm satisfied it was reasonable for Westfield to rely on this and turn down the claim for acupuncturist treatment, as this was for pre-existing conditions.
- I've noted Miss D's comments that she now doesn't think she had insomnia. She says she had blocked channels which were helped by acupuncture, and her lack of

sleep was a side effect of this. However, the acupuncturist told Westfield that Miss D had insomnia (regardless of the reasons for this) and so I find it was reasonable for Westfield to exclude this from cover as a pre-existing condition. I appreciate the insomnia wasn't diagnosed by a doctor, but I don't think it needs to have been.

- Miss D has questioned why Westfield paid her claim for new glasses, even though she'd seen an optician before the plan started. The plan doesn't exclude pre-existing conditions for optical benefit, so I assume that is why Westfield paid for her glasses.

Whilst I recognise my decision will disappoint Miss D, I don't uphold this complaint.

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 Miss D to accept or reject my decision before 16 October 2023.

Chantelle Hurn-Ryan
Ombudsman