

The complaint

Mrs T complains that ReAssure Limited refused to pay hospital cash benefit under her WellWoman policy after she had some medical appointments.

What happened

Mrs T holds a WellWoman policy with ReAssure. She had several medical appointments in August 2022, and then two more in March 2023. ReAssure refused to pay hospital cash benefit for these appointments, as it said benefit would only be payable if treatment had taken place. It didn't think Mrs T had undergone treatment on those dates (though it paid benefit for other dates where it thought Mrs T had undergone treatment). Mrs T complained to ReAssure, but it didn't alter its position. Unhappy with this, Mrs T brought a complaint to the Financial Ombudsman Service.

Our investigator didn't recommend the complaint be upheld. He thought ReAssure had acted fairly.

Mrs T 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.

Mrs T is claiming for hospital cash benefit. The policy says:

'If we have paid you the Cancer diagnosis benefit, then we will also pay you the Hospital cash benefit for each day you spend in hospital for treatment or surgery directly related to your female cancer, up to a maximum of 90 days in total.'

I've looked at the medical appointments Mrs T had. These included consultations (phone and in person), scans, a pre-operative assessment, and a Covid-19 test. Mrs T's GP has confirmed that the treatment and diagnostic tests she had were related to her diagnosis of cancer.

Mrs T thinks that the word 'treatment' in the above quote would include diagnostic tests, though she says she accepts that the consultations wouldn't be covered.

The policy doesn't define what's meant by treatment, and so our usual approach in these circumstances is to consider the ordinary and everyday meaning of the word. I think treatment in this context would reasonably be considered to mean some type of action taken to help cure or improve a patient's medical condition or symptoms. A dictionary definition for treatment is '*the application of medicine, surgery etc to a patient*', which supports this. It's also the case that the GP referred to Mrs T as having both treatment and diagnostic tests (my emphasis), so it seems she also didn't consider the tests to be treatment.

Taking all of this into account, I'm satisfied it was reasonable for ReAssure to say that Mrs T didn't have treatment during those appointments where she had tests or consultations, and therefore decline to pay hospital cash benefit.

Mrs T says the policy was sold to her on the basis that it would pay out for every visit she made to hospital if this was related to a female cancer. I don't know how Mrs T took out the policy, but if she has concerns about the way it was sold, she should contact the seller in the first instance.

Mrs T also says that ReAssure previously paid out benefit for tests after she appealed against its initial decision not to do so. I don't know why ReAssure did this, as it's apparent that it doesn't consider tests to be treatment. Though I don't think this sets a precedent. Each claim is considered against the policy terms, and as I've said, I'm satisfied that ReAssure has reasonably dealt with this claim.

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 Mrs T to accept or reject my decision before 20 June 2024.

Chantelle Hurn-Ryan
Ombudsman