

## **The complaint**

Mr H complains about how BUPA Insurance Limited handled pre-authorisation for treatment under his private health insurance policy.

## **What happened**

Mr H held a private health insurance policy with BUPA, provided by his employer. The policy ended on 31 December 2022.

Mr H called BUPA on 27 July 2022 as he'd been referred to dialectical behavioural therapy (DBT). BUPA authorised 20 sessions, but also explained that treatment that took place after the policy ended wouldn't be covered even if it had been pre-authorised.

Mr H called BUPA again on 15 August 2022 to check if he was covered for DBT group sessions. BUPA said it would need a report from a therapist to assess this. Following this, Mr H emailed his therapist to say he wanted to start with the individual sessions BUPA had authorised, but she'd need to provide a report confirming the need for group therapy.

Mr H's therapist explained that she didn't accept referrals for individual therapy, and the programme Mr H had signed up for was for group therapy. She confirmed she could provide a report but there would be a fee for this. Mr H wasn't willing to pay for this himself.

Mr H's therapist confirmed on 15 September 2022 that BUPA had agreed to cover the cost of an individual session and the report before he was due to start group therapy on 19 September 2022. Mr H asked BUPA to confirm if this was correct, as he'd been given conflicting information and he wouldn't want to go ahead if BUPA wasn't covering the costs. BUPA responded to say that there was an issue with how much the therapist was charging for the sessions. But once this was clarified to be lower for the group sessions, BUPA said there shouldn't be any issues if the therapist provided the requested report.

Mr H wasn't happy with all the confusion BUPA had caused, and the impact this had had on his mental health. On 6 October 2022, BUPA offered Mr H £250 to compensate him for the distress and inconvenience caused and confirmed that individual DBT sessions would be covered. These were Mr H's preference; he said he hadn't got on with the group session.

Mr H doesn't think BUPA's offer is enough, and he wants BUPA to still pay for the full treatment programme even though his policy has now ended.

One of our investigators looked into what had happened. He agreed that BUPA hadn't been as clear as it could've been. But overall, he thought the offer it had made was fair and reasonable in the circumstances. And he didn't think BUPA had to pay for any treatment after the policy had ended, as this had been made clear to Mr H.

Mr H didn't agree with our investigator's findings. He raised further points to say that BUPA had discriminated against him, and it hadn't made reasonable adjustments due to his mental health conditions.

As no agreement was reached, the complaint was passed to me to decide.

I wrote to BUPA saying that I didn't think its offer fairly compensated Mr H for the impact its actions had caused, taking into account his mental health. I also thought BUPA should've reasonably known from the outset that DBT would include group sessions, so I didn't think it was reasonable for it to delay authorising these specifically. BUPA agreed with my recommendation to increase the compensation for the distress and inconvenience caused from £250 to a total of £400. Mr H agreed as well. So, I'm now issuing my final 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 don't think BUPA treated Mr H fairly or reasonably in how it handled the pre-authorisation for DBT. It's my understanding that DBT normally includes group sessions, and I think this is something I would've reasonably expected BUPA to know. So, I don't think BUPA acted fairly or reasonably when it asked Mr H for a report for the need for group therapy when it had already pre-authorised DBT. And I think this is fundamentally the reason for all the delays and confusion.

I don't think BUPA's offer of £250 is fair in the circumstances. I don't think this takes into account the impact on Mr H specifically due to his mental health conditions. I think the confusion and delays would've had a greater impact on Mr H than another policyholder in a similar situation. So, I think BUPA should increase its offer to a total of £400.

That said, I am satisfied the policy terms are clear that BUPA doesn't pay for any treatment, even if it's pre-authorised, that takes place after the policy ends. And I'm satisfied this was made clear to Mr H, and he was aware of it. Because of this, I don't think I could fairly ask BUPA to pay for any treatment for Mr H now that his policy has ended.

Additionally, I understand Mr H did attend the first group session but decided he would prefer to continue only with the individual sessions. But I also note that Mr H's therapist didn't accept individual referrals for DBT, and she didn't recommend individual DBT without group sessions.

In any event, I can see that BUPA did clearly explain on 6 October 2022 that there was cover in place for individual DBT. I can't see that Mr H took steps to continue with the therapy after this. I know Mr H was concerned about starting therapy without being able to finish it. But I don't think this means I could now fairly ask BUPA to pay for any future treatment after the policy has ended.

When considering whether BUPA acted fairly and reasonably, I've taken into account Mr H's comments about the Equality Act 2010. Our service doesn't have the power to determine whether there has been a breach of the Act – only a court can do that. But I am required, amongst other things, to take into account relevant law when considering what's fair and reasonable. And I've done that here.

I've explained above where I think BUPA ought reasonably to have done more and what it should do to put things right, and why its decision to not extend cover beyond the policy end date is fair and reasonable in the circumstances of this complaint.

**Putting things right**

BUPA should pay Mr H a total of £400 for the distress and inconvenience caused (inclusive of the £250 already offered).

**My final decision**

My final decision is that I uphold Mr H's complaint and I direct BUPA Insurance Limited to put things right in the way that I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 March 2023.

Renja Anderson  
**Ombudsman**