

## **The complaint**

Mr O complains that BUPA Insurance Limited ('Bupa') refused to reinstate his private medical insurance policy after it had lapsed.

## **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.

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

- It's clear that Mr O didn't intend for his policy to lapse. He'd changed banks and there was a problem with the transfer which meant his direct debit to Bupa went unpaid.
- After Mr O received a letter from Bupa advising him that his cover had ended, Mr O called Bupa (on 6 December) to explain he'd changed banks and requested that his policy be reinstated. If Bupa had done so during that call, the policy would have been reinstated. However, Bupa wasn't able to do this at the time and advised Mr O that someone would call him back.
- Bupa didn't call Mr O back for around a week. I see that it called him on two occasions (on 12 and 15 December) but didn't get through to him. Bupa's notes from the time say that voicemails were left for him, and also that text messages were sent.
- Mr O doesn't recall receiving any calls or texts. But he says he called Bupa a second time when he didn't hear from it, and was again told he would receive a call back about the reinstatement. And so he didn't chase this again until the following March, which was unfortunately just outside Bupa's three-month reinstatement period. Mr O has provided his phone bill which shows that he called Bupa on 20 December.
- Overall, I think Bupa took appropriate steps when it called Mr O back on two occasions. However, Mr O has shown that he called Bupa after this, which supports what Mr O has said – that he called Bupa a second time to reinstate his policy and was told to wait for a call back. I can't be certain what was discussed in that call because Bupa doesn't have a record of this. But I see no reason to doubt what Mr O has said, particularly given that he was in the middle of medical treatment at the time and so it was important to him that his policy continued.
- So in these circumstances, I find that Bupa should reinstate the policy (subject to Mr O paying the backdated premiums). Bupa can then consider any claims for medical treatment.

- Mr O says he wants compensation for leaving his job due to the stress the matter has caused him. However, I haven't seen any evidence that Bupa's actions have affected his mental health to such an extent that he couldn't work. Though I accept that he was caused unnecessary upset and worry. He had private treatment and was worried about how he was going to be able to pay for this (and was chased for payment by the provider). I agree with our investigator that Bupa should pay Mr O £200 compensation to recognise the impact he was caused by the matter.

### **My final decision**

My final decision is that I uphold this complaint. I require BUPA Insurance Limited to reinstate the policy, subject to Mr O paying the backdated premiums. Mr O can then submit his claims for treatment that has taken place since the policy lapsed. I also require Bupa to pay Mr O £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 14 December 2023.

Chantelle Hurn-Ryan  
**Ombudsman**