DRN-4454501

The complaint

Ms H is unhappy with the way in which BUPA Insurance Limited handled a claim she made on her private medical insurance policy, including declining her claim and the service she received.

What happened

Ms H has the benefit of a private medical insurance policy with BUPA ('the policy'). In 2022 she made a claim on the policy in respect of a gynaecology referral as she'd experienced erratic vaginal bleeding. Urgent investigation was required as she was advised she possibly had symptoms of gynaecological cancer.

The claim was declined because BUPA concluded the referral related to a pre-existing medical condition.

Unhappy with that decision and the service she received from BUPA, Ms H raised a complaint. In its final response letter dated September 2022, BUPA maintained that it correctly declined the claim but accepted that it should've provided Ms H with better service. It apologised and offered her £50 compensation. It also said feedback had been given to its representatives.

Ms H then brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and didn't uphold Ms H's complaint. Ms H disagreed so this complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision earlier in November 2023, explaining in a bit more detail why I felt the £50 compensation offered by BUPA was fair and reasonable to put things right in this case. An extract of my provisional decision is set out below.

……..

BUPA has a regulatory obligation to handle complaints fairly and promptly. And it mustn't unreasonably decline a claim.

Declining the claim

The terms and conditions of the policy set out what's not covered by BUPA. And exclusion 23 says treatment for a pre-existing condition, or a disease, illness or injury that results from or is related to a pre-existing condition isn't covered.

Under the policy 'treatment' means:

> surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a disease, illness or injury.

And 'pre-existing condition' means:

any disease, illness or injury for which in the seven years before your effective underwriting date:

- you have received medication, advice or treatment, or
- you have experienced symptoms whether the condition was diagnosed or not.

Looking at the certificate of insurance and the definition of effective underwriting date, I'm satisfied that the effective underwriting date is 1 June 2022.

I'm satisfied that BUPA has fairly and reasonably concluded that the claim related to a pre-existing condition and declined the claim. That's because:

- The referral was made by a diplomate lifestyle physician. Their referral letter dated 21 July 2022 (around seven weeks after the effective underwriting date) reflects that Ms H had "abnormal erratic vaginal bleeding **worse** in the recent few months" (my emphasis). It also says Ms H had said that she had "no period for 5 months then erratic bleeding **again** recently" (my emphasis).

- I'm satisfied that BUPA has fairly concluded that these two statements taken together support that Ms H was experiencing symptoms of erratic bleeding within the seven years before the effective underwriting date.

- I think having erratic bleeding "again" after having no period for 5 months supports that Ms H had experienced erratic bleeding before then and within the seven years before the effective underwriting date. As does the doctor's statement that erratic vaginal bleeding was worse in the recent few months.

- When provisionally making this finding, I've also taken into account that the referral letter reflects that Ms H had been experiencing perimenopausal symptoms for years. But that her last two periods in two months were two weeks apart. Ms H says it was these two periods that the doctor was concerned about, and which resulted in the referral. That's why she told BUPA that her symptoms first started on 14 June 2022 (after the effective date of underwriting) and that she'd experienced vaginal bleeding on 4 and 20 July 2022.

- I understand the points made by Ms H and I have no reason to doubt that it was her two most recent periods which prompted her to meet with the physician and resulted in the onward referral. However, having considered the overall content of the referral letter, for reasons set out above, I don't think BUPA has unreasonably relied on the letter to conclude that she experienced symptoms of erratic vaginal bleeding within the seven years before the effective underwriting date. Nor do I think it has unfairly relied on the pre-existing condition exclusion to decline the claim based on the definition of pre-existing medical condition.

The service provided by BUPA

In its final response letter BUPA accepts that the calls Ms H had with BUPA's representative on 9 August 2022 could've been handled better. The representative on one occasion referred to Ms H as 'Mr H' and then laughed and made light of this when this was pointed out by Ms H. I accept this upset her at a time when she was trying to get cover for an urgent referral for a possible cancer diagnosis.

Having listened to the calls, I agree the call should've been handled better and there was a lack of empathy given Ms H's situation. However, I don't agree that the representative was

aggressive.

BUPA also accepts that its medical assessment team had sent Ms H's husband a text to call when it should've been sent directly to Ms H. It's apologised for the service failings, provided the relevant feedback and sent Ms H a cheque for £50 in recognition of what it should've done better.

I'm satisfied £50 compensation fairly reflects the distress experienced by Ms H because of the way the calls were handled. But given that she was unhappy with the decision taken by BUPA to not cover the claim, I think even if the calls had been handled more empathetically, she would've always been disappointed and upset with the outcome at a very worrying time for her.

Adding a special condition to the policy

By way of a letter dated May 2023, BUPA confirmed that it had added a special condition to the policy excluding any treatment that is for, resulting from or is related to irregular bleeding in respect of Ms H - with a retrospective start date of 16 May 2022. Ms H is unhappy about this.

However, I've only considered what happened up to the date of the final response letter dated September 2022. If Ms H remains unhappy about the special condition being added to the policy, she's free to initially raise her concerns with BUPA to investigate and provide a response.

…….

I invited both parties to provide any further information in response to my provisional decision.

BUPA said it had nothing further to add. Ms H said her condition was in no-way pre-existing, that she knows when her symptoms first occurred, and it was not prior to the start of the policy. She hadn't consulted a doctor about her symptoms previously and the diplomate lifestyle physician had misrepresented the details. She said she didn't accept the offer of £50 compensation.

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 remain satisfied that BUPA has fairly and reasonably concluded that the claim Ms H wanted covered related to a pre-existing condition.

'Pre-existing condition' is specifically defined in the policy terms. And for the reasons set out in my provisional decision, I'm satisfied BUPA has fairly relied on that definition in light of the medical evidence to decline the claim.

I've taken into account Ms H's point about the diplomate lifestyle physician misrepresenting the details given to them and reflected in their letter dated 21 July 2022. But I don't think BUPA has unfairly relied on the contents of that letter when concluding that the claim related to a pre-existing medical condition. It was medical evidence it was reasonably entitled to take into account.

For these reasons, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I don't think BUPA has unfairly declined Ms H's claim.

Putting things right

I understand that the offer of £50 compensation set out in the final response letter in respect of customer service issues wasn't accepted by Ms H.

That being the case, I'm satisfied BUPA should pay Ms H £50 compensation for distress and inconvenience it's already offered (but only if the cheque it sent to Ms H in September 2022 hasn't been cashed).

My final decision

BUPA Insurance Limited has already made an offer to pay £50 to Ms H to settle the complaint and I think that's fair in all the circumstances. My decision is that BUPA Insurance Limited should pay £50 to Ms H if the cheque for £50 hasn't been cashed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 15 December 2023.

David Curtis-Johnson
Ombudsman