

The complaint

Mr J complains that BUPA Insurance Limited declined his claim against a group private medical insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr J is a member of a group private medical insurance policy.

In June 2023, Mr J saw Mr C, a consultant ophthalmic surgeon, about problems with his vision. Mr C is recognised by BUPA. I'll refer to that consultation in more detail below. In July 2023, Mr J had treatment with Mr B, a consultant ophthalmic surgeon, who is no longer recognised by BUPA.

In September 2023, Mr J made a claim against the policy in relation to his treatment with Mr B and associated costs. BUPA declined the claim. It said that Mr B wasn't recognised by BUPA.

Mr J says that had Mr C carried out the surgery, BUPA would have met the costs. He wants BUPA to reimburse him the amount it would have paid if he'd been treated by Mr C.

In response to this service's request for information, BUPA offered to pay Mr J compensation of £750 in relation to service issues. It said that it wasn't clear initially about which retrospective claims it would cover and delayed in making its position clear. Mr J didn't think that was fair.

One of our investigators looked at what had happened. He didn't recommend that BUPA pay Mr J what it would have paid a recognised consultant. The investigator said that there was no clinical reason why the procedure had to be carried out by Mr B.

The investigator said that Mr H hadn't raised any concerns about service issues, so he didn't go into detail about those issues. He said that BUPA's offer of compensation of £750 was fair and reasonable.

Mr J didn't agree with the investigator. He said that he'd previously had eye surgery with Mr B when Mr B was recognised by BUPA. Mr J says that BUPA should deal with his claim in the way he's suggested because its recognised consultant, Mr C, felt strongly that it would be better for Mr B to provide the treatment. Mr J said that he was very happy for Mr C to carry out the procedure and that it would have been more convenient for him to have done so. Mr J doesn't understand the logic of the investigator's conclusions.

Mr J asked that an ombudsman consider his complaint, so it was passed to me to decide.

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.

The relevant rules and industry guidance say that BUPA has a responsibility to handle claims promptly and fairly. I don't uphold Mr J's complaint and I'll explain why:

- Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, insurers can decide what risks they wish to cover.
- The terms of Mr J's cover provide that he should contact BUPA before arranging any treatment so that it can, amongst other things, confirm the consultants, healthcare professional, hospitals and clinics covered by the policy. The terms also exclude cover for treatment by unrecognised healthcare professionals, hospitals and clinics. The relevant term says as follows:

'None of your treatment costs are covered if:

- *The healthcare professional (including the consultant in overall charge of your care) hospital or clinic isn't recognised:
-by us [...]*

- BUPA acted in accordance with the policy terms in declining Mr J's retrospective claim for treatment by a consultant it no longer recognised. But I've gone on to consider whether that produces a fair and reasonable result in this case.
- I've noted what Mr J says but I'm not persuaded that it's fair to direct BUPA to settle Mr J's claim on the basis of what it would have paid if Mr C had provided the treatment. I've looked carefully at what Mr C said in his letter to Mr J of 30 August 2023, following a consultation on 20 June 2023.
- Mr C says that it would seem wise for Mr B to carry out the treatment as Mr B has cared for Mr J for many years and he notes that Mr J would like to proceed with Mr B. Mr C doesn't mention a clinical reason why Mr B should carry out the treatment and refers to Mr J's preference. That's consistent with Mr J's e-mail to BUPA of 15 September 2023, when he said that he preferred to have the treatment with Mr B, who had treated him before.
- Mr J says that he would have been content for Mr C to carry out the treatment and that it would have been more convenient for him. So, I'm satisfied that there was a reasonable alternative for Mr J for treatment that would have fallen under the terms of the policy.
- Based on what I've seen, there are no grounds on which I can fairly direct BUPA to deal with Mr J's claim in the way he suggests. I think that BUPA is entitled to rely on the terms of the policy and didn't act unfairly in doing so.
- BUPA has offered Mr J compensation of £750 in relation to service issues. Mr J should contact BUPA directly if he now wishes to accept this.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 June 2024.

Louise Povey

Ombudsman