

## **The complaint**

Mr J is unhappy that BUPA Insurance Limited declined a claim for five physiotherapy sessions made on a group medical insurance policy he has the benefit of ('the policy').

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the 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.

BUPA has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

## **The relevant policy terms and conditions**

The policy covers treatment for acute conditions defined by the policy terms as:

a disease, illness or injury that is likely to respond quickly to treatment which aims to return you to the state of health you were in immediately before suffering the disease, illness or injury, or which leads to your full recovery.

Other than stipulated and limited circumstances set out in the terms, the policy doesn't cover chronic conditions defined by the policy as:

a disease, illness or injury which has one or more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests
- it needs ongoing or long-term control or relief of symptoms
- it requires rehabilitation or for you to be specially trained to cope with it
- it continues indefinitely
- it has no known cure
- it comes back or is likely to come back.

## **Has BUPA acted fairly and reasonably?**

BUPA has previously covered some physiotherapy sessions, but it declined to cover five additional sessions as the policy only covers private care costs during the acute stage of your condition. It's concluded that Mr J's condition is at a later stage. I know Mr J will be very disappointed, but I'm satisfied that BUPA has acted fairly and reasonably. I'll explain why.

Mr J was involved in a skiing accident earlier in 2023. He fractured his tibia and fibula, and required surgery. A letter from his GP dated April 2024 reflects his mobility had improved with physiotherapy so far but he's not yet back to his baseline.

A letter from his physiotherapist dated January 2024 reflects that when Mr J was last reviewed, he reported significant improvement in his ability to walk up to 2.5 hours without significant pain and had demonstrated notable improvement in his hamstring and quadriceps.

The physiotherapist's letter does also say he still had significant functional deficits such as being unable to run or jump, and that he'd experienced generalised deconditioning. And that he'd need at least five sessions of physiotherapy over the next four to six months to address strength deficits, gradually introduce impact exercise and "to help guide his rehabilitation".

So, whilst I appreciate Mr J's point that further physiotherapy would help return him to the state of health he was in immediately before his skiing injury and he hadn't fully recovered, the policy definition of acute condition also requires the condition to respond quickly to treatment to be covered.

Based on the physiotherapist's letter, I'm satisfied BUPA has fairly concluded that the five additional sessions recommended was to help guide rehabilitation over a significant period and has fairly concluded that this was no longer for an acute condition. Particularly also taking into account the policy definition of a chronic condition which includes a condition which requires rehabilitation.

BUPA has said in its final response letter dated April 2024 that if Mr J's physiotherapist believes that he is still in the acute stage of his condition, they should confirm this to BUPA with supporting documentation and it will review its position. I think that's fair and reasonable because it's the physiotherapist's letter which sets out the reasons why a further five sessions were needed.

### **My final decision**

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 2 January 2025.

David Curtis-Johnson  
**Ombudsman**