

## The complaint

Mr D complains about a group private medical insurance policy underwritten by BUPA Insurance Limited.

## What happened

Mr D is a member of a group private medical insurance policy underwritten by BUPA. His membership renews in April each year and is '*Non-underwritten*', which means BUPA didn't look at his medical history.

In May and June 2024, Mr D made enquires of BUPA in relation to overseas emergency treatment and repatriation and evacuation assistance. Mr D says his medical history means he's at a greater than average risk of retinal detachment and whilst he doesn't suspect he'll need treatment whilst overseas, he's aware that's a possibility. Mr D complains that BUPA's interpretation of the policy is inconsistent with the policy wording. He doesn't think that's fair and says he's put to the trouble and expense of buying an annual travel insurance policy.

Mr D wants confirmation that his pre-existing conditions would be covered overseas. He wants to be put in touch with the legal team at BUPA so agreement can be reached on the correct legal interpretation of the relevant parts of the policy guide.

In its final response to Mr D, BUPA said the policy doesn't cover overseas emergency treatment if Mr D knew or thought he might need the treatment. BUPA said Mr D is aware he has an ongoing issue in relation to his retina and a consultant has confirmed there's a risk he could need treatment, so it would consider such treatment one he thought he might need. BUPA said this isn't a case it would pass to its legal team. It said its cover for overseas emergency treatment doesn't replace travel insurance. BUPA said in a claim for overseas emergency treatment, any treatment for a condition that's assessed as being pre-existing could mean Mr D is liable for the full cost of that treatment.

One of our Investigators looked at what had happened. She didn't recommend Mr D's complaint be upheld. The Investigator said Mr D's membership covers overseas medical treatment in limited, emergency circumstances only. She didn't think the policy guide excludes cover for *all* pre-existing conditions but said each claim would need to be assessed. The Investigator said Mr D hasn't made a claim or suffered a loss. She said it was for Mr D to ensure he has appropriate travel insurance covering his medical conditions for future travel plans.

Mr D didn't agree with the Investigator. He says the policy guide is unclear which means he has to buy further insurance. Mr D said in most circumstances, individuals buy insurance because they are aware of an insurable risk. He says whilst he hasn't suffered a loss and made a claim, the lack of clarity means he incurs significant extra expense each year in buying travel insurance.

The Investigator considered what Mr D said but didn't change her view. Mr D 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable.

The relevant part of the policy guide says as follows:

*'Benefit 9 Overseas emergency treatment*

*[...]*

*We pay for emergency **treatment** that you need because of a sudden illness or injury when you are temporarily travelling outside the **United Kingdom**. [...]*

*We don't pay for overseas emergency **treatment** if any of the following apply:*

- *[...]*
- *you knew you would need the **treatment** or thought you might*
- *[...]*

*'Benefit 10 Repatriation and evacuation assistance*

*[...]*

*We won't consider repatriation or evacuation if any of the following apply:*

- *[...]*
- *You knew that you would need **treatment** before travelling abroad or thought you might*
- *[...]*

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. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how that exclusion applies.

BUPA isn't obliged to provide cover for overseas emergency treatment or repatriation and evacuation assistance on exactly the same terms as it covers treatment in the UK. As I've set out above, BUPA excludes cover for overseas emergency treatment and repatriation and evacuation assistance where Mr D knew he needed treatment or thought he might need treatment. I think the policy guide is clear.

In a claim for overseas emergency treatment or repatriation and evacuation assistance, BUPA would need to decide whether Mr D knew he'd need the treatment or thought he might need the treatment. Each claim would be considered on its own facts and BUPA would need to explain why it relied on the exclusion I've referred to above.

Mr D put a particular scenario to BUPA – he said he has issues with his retina and his consultant says there's a risk of future surgery. I don't think BUPA acted unfairly or unreasonably in outlining the exclusions I've set out above. BUPA said in the scenario Mr D gave, it would consider he thought he might need treatment as his consultant confirmed there's a risk of treatment, albeit with no stated timescale. I think BUPA's response was consistent with the policy terms.

I don't think it would be fair or reasonable to direct BUPA's legal team to engage with Mr D in relation to the policy wording. That's because I think the policy is clear and BUPA's response to Mr D's scenario is consistent with the policy.

Mr D hasn't yet made a claim for overseas emergency treatment or repatriation and evacuation assistance. BUPA would need to assess any claim and consider what evidence there is to suggest Mr D either knew he needed treatment or thought he might need treatment. I appreciate that doesn't give Mr D certainty for future travel plans. Mr D's membership with BUPA isn't intended to replace travel insurance.

Mr D says in most circumstances, individuals buy insurance because they are aware of an insurable risk. I agree - the risk here is Mr D may need overseas emergency treatment or repatriation and evacuation assistance. But that doesn't mean BUPA is obliged to cover treatment where Mr D knew he'd need the treatment or thought he might need the treatment, as it hasn't agreed to take on that risk.

### **My final decision**

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 D to accept or reject my decision before 25 November 2024.

Louise Povey

**Ombudsman**