

## **The complaint**

Mr M complains about the way BUPA Insurance Limited ('Bupa') handled his private medical insurance claim, and its application of special conditions to his cover.

## **What happened**

In January 2023, Mr M joined his employer's group private medical insurance policy with Bupa. This was on a full medical underwriting basis. In other words, Mr M completed an application form, and Bupa assessed the risk he presented based on that information. Bupa accepted Mr M for cover but applied special conditions (exclusions) for herniated disc and tinnitus.

Mr M provided information from his GP about his tinnitus. Bupa considered the information but concluded that the special condition would remain as his GP said this condition was ongoing.

In June 2023, Mr M contacted Bupa online to enquire about seeing a chiropractor, as he had what he described as a 'muscular knot' in his upper back. Bupa asked Mr M to arrange for his GP to complete a form and said that it would pay up to £15 for this (unless his symptoms predated the start of his cover).

In July 2023, Bupa received a pre-authorisation request for Mr M relating to hearing loss from a digital GP. Bupa wrote to Mr M on 15 July 2023 to ask for his GP to complete a form for this claim too.

I understand Mr M decided not to go ahead with the claims as his GP intended to charge around £50 to complete each form.

In June 2024, Mr M called Bupa to make a claim. He wanted acupuncture treatment on his upper back. Bupa said it had added a temporary special condition to the policy in June 2023 for a muscular knot. That meant any claim relating to this was excluded, unless he could provide evidence from his GP to confirm that it wasn't pre-existing before he joined the policy.

On 2 June 2024, Bupa provided Mr M with a document confirming his special conditions. In addition to herniated disc and tinnitus, it had added two further temporary special conditions. One for muscular knot, and another for hearing loss. Both of those conditions said benefit wasn't payable unless a healthcare practitioner report was received and it was deemed as eligible.

Mr M complained to Bupa about its decision to apply the temporary special conditions to his cover, and that it wouldn't cover his acupuncture treatment. Bupa didn't think it had done anything wrong, and so Mr M brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She thought Bupa had followed its normal processes.

Mr M didn't accept our investigator's findings and so the matter has been passed to me for a 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.

#### Policy terms

The policy says:

*'For full medical underwriting policies:*

- *Treatment of pre-existing conditions isn't covered – this includes any special conditions listed on any confirmation of special conditions we send you*

*...*

*If you have a special condition on your policy and you're unlikely to need treatment for it in the future, you can ask us to review it when your policy is due to renew. We'll let you know if we can and whether it can be covered in future.*

*We'll need a medical report from your doctor and they may charge for this. You'll need to pay for it yourself as it isn't covered by your policy.'*

The policy also explains that for policies that have full medical underwriting, Bupa will look at the insured's medical history when they apply for cover and will let the insured know which symptoms or conditions aren't covered.

The policy also says that when the insured makes a claim, Bupa may need to check that the symptoms or condition started after the date they joined the policy. And they may need to ask the insured's doctor for more information (but if the treatment is covered, the insured can claim £15 towards the cost of the medical report).

#### Special conditions

Mr M declared the herniated disc and tinnitus when joining the policy, so it's clear these conditions existed before the policy started. Therefore, Bupa was entitled to add them as special conditions.

Mr M made a claim relating to a muscular knot after the policy started. Bupa has followed what it describes as its 'early claims process'. When an insured makes a claim within a year of the policy starting, Bupa will require a 'history and onset' form to be completed by the insured's GP to ensure the condition isn't pre-existing. The policy terms allow Bupa to do this.

Bupa has explained that when it has requested a history and onset form to be completed, its normal process is to add the condition as a temporary special condition until the completed form is received back. Once Bupa has received the completed history and onset form which confirms the condition isn't pre-existing, the temporary special condition is then removed. I assume Bupa follows this process as a way of keeping track of early claims which aren't progressed by the insured, so that if the same claim is later made, Bupa will know it had been an early claim. I think this was up to Bupa.

Mr M chose not to continue with his two claims, and so the history and onset forms weren't completed and returned to Bupa. Unfortunately, that meant the temporary special conditions remained on the policy. Though I can't see that Mr M was disadvantaged by this. Bupa's

policy terms allow it to request more information when a claim is made and doesn't specify a timeframe for this. Therefore, it would have been entitled to request that the history and onset form be completed when Mr M made his claim in June 2024 if it had wanted, regardless of whether or not his muscular knot had been added as a temporary special condition.

Bupa has confirmed that temporary special conditions drop off automatically on the two-year anniversary of the policy start date if it doesn't receive the completed history and onset form. So, the temporary special conditions for muscular knot and hearing loss have already dropped off Mr M's policy this month.

#### Start date of special conditions (herniated disc and tinnitus)

Mr M is concerned that the confirmation of special conditions form says that the start date for both these conditions is 16 January 2023 (when the policy started), when that isn't the case. He thinks this may affect the removal of these special conditions from the policy, as he's under the impression that after a certain number of years, the special condition will automatically be removed.

We've checked with Bupa, and it has confirmed that when it considers a request to remove a special condition, it will take into account the last time the insured had treatment/advice/symptoms, rather than the length of time since the policy started.

The start date therefore refers to the date the special conditions were added to the policy, not the date the actual conditions started. I'm therefore satisfied Mr M hasn't been disadvantaged by this.

#### **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 M to accept or reject my decision before 24 February 2025.

Chantelle Hurn-Ryan  
**Ombudsman**