

The complaint

Mr K is unhappy that BUPA Insurance Limited (BUPA) declined his private medical insurance claim.

What happened

Mr K has a private medical insurance policy with BUPA.

Mr K went to see his consultant first in December 2023 after a tumour was identified in his pancreas. The diagnosis was that due to the high risk of major complications in operating, he would delay that procedure until it was determined the tumour was enlarging further.

So, Mr K contacted BUPA in February 2024 to claim for a consultation and a CT scan. BUPA authorised these and they were carried out.

In May 2024, Mr K contacted BUPA again for a further consultation and scan. BUPA declined the claim and said the scan was for a routine screening and monitoring. This was excluded under Mr K's policy. And whilst it paid for the consultation and scan in February 2024, it shouldn't have done so, but it won't ask Mr K to pay any money back.

Unhappy with BUPA's response, Mr K brought his complaint to this service. Our investigator didn't uphold the complaint. She didn't think BUPA had declined the claim unfairly on the application of the screening and monitoring exclusion.

Mr K disagreed and asked for the complaint to be referred to an ombudsman. So, it was passed to me.

I issued a provisional decision to both parties on 7 November 2024. I said the following:

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 guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding that I think is fair and reasonable in the circumstances of Mr K's complaint.

I've reviewed first the terms and conditions of Mr K's policy with BUPA.

On page 6, there's information on how to get treatment and claim. This says:

'If it's about:

Cancer

[...]

use our Direct Access service.

This means you can call us about your symptoms without needing a referral from a GP. We'll provide support, advice, and a referral for consultations, tests or treatment if you need them.'

The policy handbook also says consultant fees, MRI, CT and PET scans are covered when they are requested by a consultant at a recognised facility and when a patient has been diagnosed with cancer.

And there's an exclusion for health screening or monitoring except for in cases of cover for cancer:

'Exception 1: genetically based tests to measure your future risk of cancer are covered if:

- you have cover for cancer, and*
- you're being treated for cancer, and*
- have a strong direct family history of cancer, and*
- your consultant recommends the test.'*

BUPA said some consultants might ask to see a patient every six or 12 months to check how they're getting on. Whilst these routine checks may be necessary, Mr K's policy doesn't cover the cost of these. The only one exception is BUPA's Cancer Promise which guarantees that monitoring for any further cancer symptoms is covered.

It also said the exclusion for screening and monitoring only applies following a diagnosis of cancer which Mr K doesn't have for his pancreas. A non-malignant tumour would be treated the same as any other condition.

Mr K has provided a letter from his consultant. He's said Mr K:

- Has a tumour or cancer in his pancreas and the risk of operating is higher than the risk of waiting and monitoring.*
- There is a clear chance that this could progress, and scans are essential to monitor its behaviour.*
- This is not a benign lesion; this is malignant, presently of low risk with a risk to change of its character over the coming years.*

Based on Mr K's policy terms and conditions and based on his consultant's letter, I'm not persuaded that BUPA has declined the claim fairly. I can see that Mr K has cover for cancer under his policy.

Having reviewed the information available, there is evidence that Mr K has a tumour which is malignant and whilst it isn't currently high risk, there is a potential that it will become high risk if not monitored. Mr K's policy provides cover for this monitoring and screening and for consultations and scans. So, I don't agree there is no cover for Mr K in this situation. As such, I recommend BUPA settles this claim as per the remaining terms and conditions of Mr K's policy.

I asked for both parties to respond to me with any further comments or points by 21 November 2025.

Mr K responded and accepted the provisional decision. He said he's suffered considerable

distress and inconvenience as a result of BUPA's decline of his claim and compensation should be considered.

BUPA didn't respond to my provisional 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.

Having looked at everything again, I uphold this complaint. I've received no further comments or arguments from BUPA and Mr K has accepted the provisional decision, so I see no reason to depart from what I've said in my provisional decision.

I've considered Mr K's comments that a compensation payment ought to be considered for the distress and inconvenience caused to him. I have every sympathy with the situation and understand it's been difficult for Mr K. I'm sorry for this. However, making an insurance claim inevitably involves an element of inconvenience for the policyholder and this also results in having some impact to Mr K. Having reviewed everything, whilst BUPA declined Mr K's claim, I don't think the service and communication BUPA provided was unreasonable. I don't think, in the circumstances, it's appropriate to pay compensation.

In summary, there's clear evidence from Mr K's consultant about the nature of the tumour and BUPA has said there is cover on his policy if diagnosis shows the tumour is malignant. In this case, the policyholder would be covered for monitoring of any further cancer symptoms. I think, on balance therefore, BUPA has declined Mr K's claim unfairly. For these reasons, I think his claim should now be settled subject to the terms and conditions of Mr K's policy.

Putting things right

I uphold Mr K's complaint. BUPA needs to put things right by:

- Settling Mr K's claim in line with his policy terms and conditions within 28 days of the date on which we tell it Mr K accepts my final decision.
- *Adding 8% simple interest per annum one month from the date of the claim to the date of payment.

If it takes BUPA longer than 28 days, it must give Mr K a meaningful update setting out the timeframe when he will receive the payment on his claim.

* If BUPA Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from any interest paid, it should tell Mr K how much it's taken off. It should also give him a certificate showing the amount deducted, if requested, so he can reclaim it from HM Revenue & Customs if appropriate.

My final decision

For the reasons given above, I uphold Mr K's complaint about BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 23 December 2024.

Nimisha Radia
Ombudsman