

## **The complaint**

Mr C is unhappy that BUPA Insurance Limited (BUPA) declined a private medical insurance claim for his daughter.

## **What happened**

Mr C has a private medical insurance policy with BUPA. The policy is underwritten by BUPA and provides cover for his wife and his two children.

Mr C contacted BUPA to find a suitable specialist as he suspected their daughter had ADHD. BUPA provided a list of consultants, but they were unavailable or didn't see children. Because of the delays experienced in BUPA finding a specialist, Mr C sought one himself. His daughter had a consultation and an assessment, and Mr C sent BUPA the invoice for payment.

BUPA declined to cover the cost. Mr C made a complaint to BUPA. It said the provider wasn't one of their listed and recognised specialists. And even if he had been, the initial authorisation would only have been for a consultation not the actual assessment as that would have been dependent on the consultant's report.

BUPA paid, as a gesture of goodwill, £700 for two sessions with the chosen consultant in February 2024. BUPA said the cost of these wouldn't normally be covered as the consultant wasn't one that's recognised under the policy. It said any further sessions wouldn't be covered with a consultant who isn't recognised under the policy.

Mr C brought his complaint to this service. Our investigator didn't uphold the complaint. She said the terms and conditions of the policy are clear in that cover is provided for consultants recognised under the policy and that pre-authorisation must be obtained from BUPA before arranging any treatment.

Mr C disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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

### **Policy terms and conditions**

I've started by looking at the terms and conditions of Mr C's policy as they form the basis of the insurance contract with BUPA.

The Insurance Product Information Document provides a summary of what cover is and isn't available. This states that cover for unrecognised consultants isn't available.

Page 7 of the policy document states, *'It's also important that you follow the process and requirements in this policy guide otherwise we may be unable to pay your claim.'*

Page 8 states:

*'Before you arrange consultations, tests or treatment*

*Pre-authorisation*

*It's important that you contact us before arranging any consultations, tests or treatment or care so we can:*

- *Confirm whether the consultation, test or treatment is eligible treatment and if it's covered by your policy, and*
- *Confirm the consultants, healthcare professionals, hospitals or clinics covered by your policy, and....'*

For children under 17, the policy document confirms on page 8 that some private hospitals don't provide services for children or have restricted services available. And that availability of any facility practitioner or treatment cannot be guaranteed.

I can see that certain conditions are excluded from the policy and ADHD is one of them.

Based on the above, there is no cover available under the policy for a specialist that isn't recognised and where pre-authorisation isn't obtained prior to treatment. And even if authorisation was provided for a specialist for an initial consultation that is covered under the policy, ADHD is excluded except for eligible diagnostic tests to rule out this condition.

*Has the claim been declined fairly?*

Having reviewed everything, I think the claim has been declined fairly. I'll explain why.

I appreciate that Mr C was faced with the difficult situation and worry in wanting to get the assessment and diagnosis for his daughter. I can see he faced some delays with BUPA in trying to get a recognised specialist. So, I understand why he therefore went ahead with sourcing his own specialist to get a consultation and assessment.

While I understand Mr C's reasons for the action he took, that doesn't mean that BUPA should now be responsible for paying the claim. It's not unusual for policies to require a recognised specialist to be used for cover to be eligible and it's clear in the policy that pre-authorisation is required before arranging any consultations, tests or treatment. I'm not persuaded therefore that the terms and conditions are unclear in this aspect.

I understand Mr C's frustration that BUPA couldn't provide a list of suitable specialists, and this was overall delaying getting diagnosis for his daughter. And whilst BUPA might have said there is cover, the claim could only be properly validated following the initial consultation and that was dependent on whether ADHD was ruled out.

I've considered that BUPA has also paid Mr C £700 as part of the cost he'd incurred with his chosen specialist. I think this is fair and BUPA has said it wouldn't cover any further costs.

Overall, I think the claim has been declined in line with the policy terms and conditions and done so fairly and reasonably. I have every sympathy with Mr C's situation and understand

him wanting to get help for his daughter's condition. But I can't make BUPA responsible for this. The actions Mr C took fell outside the terms of the policy and therefore there is no cover for this in the circumstances of this complaint. It follows therefore that I don't require BUPA to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr C's complaint about BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 March 2025.

Nimisha Radia  
**Ombudsman**