

The complaint

Mr N has complained that BUPA Insurance Limited ('BUPA') declined a claim and he is unhappy with the advice and guidance he received.

What happened

Mr N has a private medical insurance policy, underwritten by BUPA which covered him and his daughter.

Mr N's daughter was taken to an NHS hospital as an emergency and was diagnosed with Type 1 Diabetes. She received treatment and an insulin pump.

Mr N called BUPA and asked about making a claim. He was asked to have a form completed by his GP and made a claim but this was declined.

Mr N complained to BUPA and it agreed that it shouldn't have requested a GP form. So it offered to reimburse the cost of this.

Mr N remained unhappy and referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that BUPA hadn't incorrectly or unfairly declined the claim as it wasn't covered under the terms and conditions of the policy. However, he found that BUPA failed to manage Mr N's expectations when he called to make the claim and led him to believe that the claim would be covered. He recommended BUPA pay Mr N £100 compensation for the disappointment as a result of falsely raising his expectations.

BUPA accepted the recommendation but Mr N did not. He said he spent money on a phone which connected to his daughter's glucose monitor and a smart watch for his daughter. These items cost over £500 and he had bought them as he was expecting BUPA to pay him the hospital benefit. He didn't think £100 compensation was enough. And he thinks the policy is unclear and was mis-sold.

As an agreement couldn't be reached, the case has been passed to me for a final 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 done so, I uphold this complaint, in part. I'll explain why.

The background to this complaint is well known to both parties so I won't repeat it all here. I have carefully considered everything Mr N has said even if I don't explicitly refer to all his submissions. Instead, I will summarise and focus on what I consider to be key to my decision.

- The relevant rules and industry guidelines say an insurer should handle claims

promptly and fairly. And shouldn't unreasonably reject a claim.

- The policy terms set out what is and isn't covered. Page 27 confirms accident and emergency treatment isn't covered. Page 28 confirms treatment for chronic conditions isn't covered. And it also confirms it *"doesn't cover treatment for expected flare-ups of a chronic condition."*
- Having considered the above terms and exclusions, I think they are clear.
- Mr N's daughter's symptoms included treatment for those which would be expected for her condition. So I don't think BUPA unfairly applied the exclusion relating to chronic conditions and expected flare ups.
- Mr N says he should have been paid the accommodation benefit but this is only for stays in a *"recognised facility"* such as a private hospital. In addition, NHS cash benefit would only be payable if the treatment being claimed for would otherwise have been covered privately. In this case, the diagnosis and treatment of a chronic condition following an emergency admission in an NHS facility are clearly excluded under the terms of the policy.
- Mr N had also claimed for an insulin pump however, this is excluded under the physical aids and devices exclusion on page 33 which says: *"treatment for supplying or fitting physical aids and devices isn't covered"*.
- BUPA accepted that it shouldn't have asked Mr N to ask his GP to complete a form as the treatment was never covered. So it offered to refund the cost of this, which I think is reasonable.
- However, when Mr N called BUPA to ask about making a claim, BUPA could have done more to manage his expectations and falsely raised his expectations. For this, I think £100 compensation is appropriate as the matter wasn't long lasting and BUPA did then quite quickly confirm the treatment wasn't covered. I can't hold BUPA responsible for the items bought by Mr N in anticipation of receiving money especially as I think the policy wording is clear. And I am not satisfied he wouldn't have bought the items for the benefit of his daughter if BUPA had properly managed expectations.
- Finally, Mr N thinks the policy was mis-sold but as it wasn't sold by BUPA, I can't say BUPA has done anything wrong in relation to the sale of the policy.

My final decision

For the reasons set out above, I uphold this complaint in part and direct BUPA Insurance Limited to pay Mr N £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 28 January 2025.

Shamaila Hussain
Ombudsman