

## **The complaint**

Miss H complains that BUPA Insurance Limited ('Bupa') refused to cover the cost of medical treatment under a private medical insurance policy.

Miss H is represented by her mother, Mrs H.

## **What happened**

Miss H is covered under a group private medical insurance policy underwritten by Bupa. Mrs H made a claim for her daughter as Miss H needed treatment for her mental health. Bupa authorised 20 counselling sessions, and provided Mrs H with a list of specialists her daughter could see.

Mrs H contacted the list of specialists, but none of them had availability to treat Miss H. Therefore, Mrs H found a qualified psychologist not recognised by Bupa and asked Bupa if it would still cover the sessions. Bupa considered the matter, but ultimately refused to cover the treatment. Unhappy with this, Mrs H brought a complaint to this service on Miss H's behalf. Miss H went ahead with the treatment with the non-recognised psychologist.

Our investigator recommended the complaint be upheld. She thought Mrs H had done her best to find a specialist recognised by Bupa to treat her daughter, but hadn't been able to do so. In view of this, she felt it would be appropriate for Bupa to cover the treatment with the non-recognised psychologist, plus interest.

Bupa didn't agree with our investigator's recommendations, 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.

The policy explains that when an insured calls Bupa to make a claim, Bupa will help them find a fee-assured consultant or recognised practitioner within their local area.

The policy also says that the cover depends on the insured using Bupa recognised medical practitioners. And that treatment costs are only covered when the medical practitioner is recognised by Bupa.

So, the policy is clear that treatment is only covered if it takes place with a Bupa recognised medical practitioner.

There are Bupa recognised specialists available in Miss H's local area. Mrs H contacted 21 of them to try and arrange treatment for her daughter. Out of the 18 that responded to her, 16 either weren't taking on new clients or didn't think they could offer the appropriate treatment to Miss H. This left only two options, though both of these had waiting lists of around six months.

Bupa says that it may cover a request to see a non-recognised provider if there's no Bupa recognised provider available within a reasonable distance. Bupa points out that isn't the case here, and so it says it has fulfilled its obligations under the policy. It says the fact that none of the medical practitioners are available soon is beyond its control.

I accept Bupa's point that the availability of medical practitioners is outside of its control. However, these are unusual circumstances. Mrs H understandably didn't want her daughter to wait six months for treatment, as she was extremely vulnerable at the time (Bupa is aware of the details, so I won't repeat the information here). Given Miss H's age, her mother wanted her to have treatment in person, rather than remotely. I don't think that was unreasonable.

Miss H couldn't access in-person private treatment in her local area for at least six months through a Bupa recognised medical practitioner. Taking into account her vulnerabilities, I agree with our investigator that, in these particular circumstances, Bupa should step outside the terms of the policy and cover the cost of the treatment with the non-recognised psychologist on a fair and reasonable basis. This would be up to the amount Bupa would have paid, if Miss H had seen a Bupa recognised practitioner.

Mrs H has confirmed to us that her daughter has now completed all 20 sessions, and they cost £100 each. This is less than the fee that Bupa would have paid a recognised psychologist. So, I think it would be fair and reasonable for Bupa to reimburse Miss H in full.

### **My final decision**

My final decision is that I uphold this complaint. I require BUPA Insurance Limited to reimburse Miss H £2,000 for her treatment with the non-recognised psychologist (subject to her providing invoices of the payments). If an excess would have been payable, Bupa can deduct this from the settlement.

As Miss H has already paid for the treatment, interest should be added at the rate of 8% simple per annum from the date each invoice was paid to the date of settlement\*.

\* If Bupa considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Miss H how much it's taken off. It should also give Miss H a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 31 March 2025.

Chantelle Hurn-Ryan  
**Ombudsman**