

The complaint

Mr C complains that BUPA Insurance Limited is refusing to communicate with him about removing the special conditions applied to his private health insurance policy.

What happened

Mr C has held a policy with Bupa for a long time. But he took out a new Bupa policy on 1 January 2022 with full medical underwriting. Bupa added several special conditions (personal exclusions) on the policy where no claim resulting from, or relating to, these conditions would be covered.

Bupa explained in a letter dated 19 January 2022 that Mr C could ask it to review some of these conditions at the next renewal, and others once Mr C had been free of symptoms, treatment and advice for two years. Bupa said that for it to consider removing or rewording any of these conditions, it would need information from Mr C's GP.

Mr C asked Bupa to review the special conditions applied to his policy on 11 December 2023, as he hadn't seen his GP about any of the conditions in the last 12 months. Mr C asked for all of the conditions to be removed.

There was a lot of back and forth about this, which included Mr C having to chase Bupa for a response several times. Bupa finally responded on 18 March 2024 to confirm what information it needed to review Mr C's request.

Bupa issued its final response letter on 20 March 2024 in which it acknowledged it hadn't done everything right. Bupa agreed its medical team didn't respond to Mr C's emails, and it didn't manage his expectations well enough about the compensation payment it already made. Bupa sent Mr C a further £150 to compensate him for the distress and inconvenience caused.

Mr C doesn't think Bupa has acted fairly. He says Bupa is refusing to engage with him to remove these conditions from his policy despite him contacting their Chief Executive Officer numerous times, as well as other senior staff members. Mr C brought a complaint to our service as he wants us to direct Bupa to remove the special conditions from his policy, and he says he'll have his GP provide the information Bupa requires. Mr C also doesn't think the compensation Bupa has offered is enough in the circumstances.

One of our investigators looked into the complaint. Having done so, she accepted Bupa hadn't responded to Mr C promptly, but she also noted that Mr C hadn't given Bupa the information it had asked for. Overall, the investigator thought the compensation Bupa had offered was fair and reasonable in the circumstances.

Mr C didn't agree with our investigator's findings. At the very least, Mr C wants us to instruct Bupa to appoint a director from the medical team to deal with the matter exclusively.

As no agreement was reached, the complaint has been passed to me to decide.

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.

Mr C asked Bupa to review the special conditions applied to his policy on 11 December 2023, and he chased for a response several times. Bupa responded to a complaint Mr C had raised on 17 January 2024, and it had sent the relevant forms to Mr C on 15 December 2023 to review the special conditions. Mr C told Bupa it had sent the forms to an old email address, and it didn't include all the special conditions applied on his policy. Mr C asked for the form to be sent in another format, and he said he would send this to his doctor. Bupa responded on 23 January 2024 by giving the details of the relevant team who could help with Mr C's request. Mr C forwarded his request to the medical team on 24 January 2024.

Mr C chased Bupa for a response several times, and eventually the medical team responded on 18 March 2024 to explain what information was needed for it to review the special conditions on Mr C's policy. But Mr C wasn't happy with this, as he wanted a response from a senior member of staff for the matter to be dealt with swiftly. Bupa issued another final response on 16 April 2024, and explained that it still needed the information outlined in its email on 18 March 2024 to review the special conditions.

Bupa has acknowledged it didn't respond to Mr C's emails as it should have. But I can see that Bupa explained already on 19 January 2022 what information it would need to review the special conditions on Mr C's policy. And I can see Bupa confirmed on 18 March 2024 what information it needed to review these. However, Mr C hasn't provided this information.

Mr C says he's responded to Bupa's request for information, as he said several times that he hadn't seen his GP about any of his special conditions in the last 12 months. However, this wasn't the information Bupa was asking for. I don't think Bupa acted unreasonably by requesting further information before reviewing Mr C's request to remove the special conditions. The policy terms and conditions also set out that a medical report from a doctor is needed to review this.

Mr C told Bupa that considering the service he'd received, Bupa should remove all the special conditions, except for one. However, I don't think this is a fair resolution to Mr C's complaint. Bupa has paid Mr C £150 for the distress and inconvenience caused, and I think this is fair and reasonable considering that Mr C had to chase Bupa several times for a response, and this would have been frustrating. I also think Bupa has acted reasonably by asking Mr C to send the information to the team who is responsible in reviewing this request.

It wouldn't be fair for me to direct Bupa to take any action with regards to reviewing the special conditions on Mr C's policy before he provides the requested information. Once Mr C does that, I'd expect Bupa to review these. But I make no direction to Bupa about this under this complaint.

My final decision

My final decision is that I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 February 2025.

Renja Anderson
Ombudsman