

The complaint

Mr C complains BUPA Insurance Limited unfairly turned down his claim.

What happened

Mr C is a beneficiary of his employer's group private medical scheme. And the policy is underwritten by BUPA.

In 2024, Mr C was suffering with pain and irritation from a keloid scar on his chest. And he underwent steroid injections into the area.

Mr C's consultant recommended a further course of injections, and so he contacted BUPA. Mr C said the treatment had improved his condition, but he needed further injections.

BUPA refused to authorise the further injections. It said they would only temporarily relieve Mr C's symptoms, so the treatment was not covered under the policy. However BUPA said it would assess any further medical evidence if Mr C could provide this.

When BUPA declined the claim for further injections, it relied on the following policy exclusion which says:

"Exclusion 30 Temporary relief of symptoms

We don't pay for treatment, the main purpose or effect of which is to provide temporary relief of symptoms or which is for the ongoing management of a condition".

Mr C disagreed that the steroid injections were only temporarily relieving his symptoms. He said they had reduced the irritation and pain as well as the size of the scar. And he made a complaint.

Mr C later provided BUPA with a further letter from his consultant dated 22 October 2024. In this letter the consultant said:

"[Mr C] had sessions of intralesional steroid injections which has led to less pain and irritation and the keloid has reduced in size.

I have recommended to continue the keloid injections at a 4 weekly frequency".

BUPA didn't uphold the complaint. It maintained that the further treatment Mr C needed was not covered under the policy. It said it had been willing to consider further evidence from the consultant, and had assessed the additional letter Mr C had provided. However it said it still thought the injections provided temporary relief of Mr C's symptoms.

Unhappy with the response, Mr C brought his complaint to this service.

An investigator here looked into what had happened and said they didn't think BUPA had declined the claim unfairly.

BUPA made no comment on the view. Mr C said he still disagreed that the purpose of the treatment was to provide temporary relief of symptoms. He said the treatment he'd had reduced his symptoms of pain and irritation and also reduced the size of the scar. And he said in the five months since the last treatment he had, these results had been maintained. So he said this demonstrated the treatment was not temporary. He also provided a further letter from his consultant written in February 2025 which stated:

"[Mr C] had sessions of intralesional steroid injections which has led to less pain and irritation and the keloid has reduced in size. The keloid scar has flattened after 3 sessions of injections and further treatment is required to maintain the effects. It is unpredictable how many more sessions are required but I would advise three more sessions."

As Mr C disagreed with the investigator's view, the case 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.

And I've considered the relevant industry rules, which say an insurer must handle claims promptly and fairly and shouldn't unreasonably reject a claim. And it should provide reasonable guidance to help make a claim with appropriate information on progress.

Having done so, I'm not upholding this complaint and I'll go on to explain why.

BUPA has relied on a policy exclusion to decline Mr C's claim. So I've considered the wording of this exclusion alongside the medical evidence, to decide whether I think it has been applied fairly in this case.

The exclusion states that BUPA will not pay for treatment where the main purpose is to provide temporary relief of symptoms, or where the treatment is for the ongoing management of a condition.

BUPA also provided this service with a copy of its internal guidelines which state intralesional steroid injections and not covered in the case of skin related conditions, as the purpose of the treatment is only to provide temporary relief of symptoms.

I've reviewed the report provided by Mr C's consultant in October 2024. Having done so, I'm satisfied the main purpose of the injection was to relieve Mr C's symptoms of pain and irritation. The consultant didn't comment on whether the results were permanent or temporary. However they said Mr C would need to continue with the injections every four weeks. And this persuades me that the condition needed ongoing management, considering Mr C had already had three injections and the consultant was confirming more treatment was needed. And so it follows that I don't think BUPA has applied the exclusion unfairly in this particular case.

I've also considered the further letter Mr C later provided from his consultant. Within this the consultant stated *"further treatment is required to maintain the effects"*. So this does not persuade me that the effects of the treatment are permanent and not temporary.

BUPA previously paid a claim for Mr C's first round of three steroid injections, and said it did so because it had authorised the treatment in error. I note Mr C has not raised this issue as part of the complaint he's brought to this service, so I won't comment on that matter any further. However when Mr C contacted BUPA for authorisation of further injections in October 2024, I'm satisfied it correctly advised him the treatment wasn't covered. And it said it was willing to assess any further medical evidence Mr C was able to provide, which it went on to do. And I think this was fair.

My final decision

For the reasons I've given, it's my final decision that I do not uphold this complaint and I make no award against 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 15 May 2025.

Gemma Warner
Ombudsman