

The complaint

Mr S is unhappy with how BUPA Insurance Limited (BUPA) has handled a claim payment under his private medical insurance policy.

What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Mr S has a private medical insurance policy with BUPA.

In 2023, Mr S made claims for treatments under his policy. There was a delay in an invoice (which I'll call invoice A), relating to treatments received in September 2023, being sent by the provider. BUPA received the payment request in February 2024 and made the payment, but it took Mr S's out-patient allowance above the limit for the year 2023. Mr S was requested to pay any shortfall directly.

Mr S made a complaint to BUPA. It issued a final response and said it hadn't done anything wrong. It explained that the invoice had been paid correctly and within six months of the request.

Unhappy, Mr S brought his complaint to this service. Our investigator didn't uphold the complaint. She didn't think BUPA had acted outside the terms and conditions of the policy and it hadn't treated Mr S unfairly.

Mr S disagreed. He 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.

Having done so, I'm sorry to disappoint Mr S, but I won't be upholding the complaint. I'll explain why.

The relevant rules and industry guidelines say that BUPA has a responsibility to handle claims promptly and fairly. And it should settle claims promptly. I've taken these rules into account when making my final decision about Mr S's complaint.

The policy terms and conditions are clear in that the date of the treatment is key – not the date of the invoice. The benefit allowance is available for the year and once it's reached its limit, the remaining payments are the responsibility of the policyholder.

BUPA has provided evidence that invoice A was received on 26 February 2024. It's not in dispute that other invoices were sent by the provider and received by BUPA for treatments that also took place around September 2023. It's also not in dispute that the treatments did

take place. However, it seems there was an issue between the provider and BUPA which meant there was a delay in BUPA receiving invoice A specifically. BUPA said providers have six months to submit invoices for payment and invoice A was received within six months of the treatment, the payment was made. I'm not persuaded BUPA did anything wrong or that it apportioned the payment incorrectly to the year 2023. It's processed the payment as it would have been expected to.

I understand Mr S was led to believe on the call on 28 February 2024 that he had to only pay £276.48 and that would have made up any shortfall. And I understand the evidence shows that invoice A was received by BUPA two days before on 26 February 2024. Mr S says he was mis-informed of the shortfall amount he had to pay and that's had an impact on him. I appreciate this as it meant that he has a further shortfall to make up which he says he hadn't been made aware of. However, the process that BUPA followed wasn't incorrect. And I note Mr S also logged onto the portal whilst he was speaking to the BUPA advisor and from the discussion he had, it seems invoice A wasn't discussed, only that he had to pay £276.48.

Mr S would have known however the treatment he'd had with the provider, and he had access to the portal to check if he wasn't sure what was outstanding. He could also have checked directly with the provider. BUPA provided Mr S with the balance of any outstanding amount at the time of the call and whilst it may have received invoice A, it doesn't necessarily mean that it would have been showing on Mr S's portal so soon after. BUPA could only provide information that was available at the time of the call.

I have every sympathy with Mr S in that he's now faced with a shortfall to pay. But having looked at everything, I don't think it's as a result of any error BUPA has made. It's not fair or reasonable for me to make BUPA responsible for the delay in an invoice being sent by a provider. That's not something it has control over.

I've considered Mr S's comments about BUPA's handling of invoices as there were times where he was sent statements for the same treatment twice and showing different amounts. I understand that means he doesn't always have the correct information, but ultimately invoices are sent by the provider and also amended if it had made an error in invoicing correct amounts. In any case, Mr S would have access to his member portal to get information on his treatments and the costs. Whilst they might not always be up to date, he can check this taking into account the treatment he knows he's already had. And as I've said above, a provider has six months to send an invoice.

The evidence shows there was an issue with the provider sending invoice A to BUPA which caused the delay. I can't hold BUPA responsible for this. It's correctly settled the payments within the correct policy year and requested Mr S to pay any shortfall directly to the provider. I think that's fair and reasonable. There's no evidence to suggest BUPA made any errors and caused an avoidable delay. The payments was made promptly, once requested by the provider.

I realise the strength of feeling that Mr S has on this matter, but I've considered the evidence available and in the circumstances of this complaint, I'm not persuaded BUPA has treated Mr S unfairly. It follows therefore that I don't require BUPA to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold Mr S's complaint about BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 May 2025.

Nimisha Radia
Ombudsman