

## **The complaint**

Mr K is unhappy that BUPA Insurance Limited haven't agreed to settle his claim in full.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 relevant rules and industry guidelines say that BUPA have a responsibility to handle claims promptly and fairly. And they shouldn't decline a claim unreasonably.

The policy terms and conditions contain an exclusion that's relevant to Mr K's claim. The terms say:

Treatment for behavioural conditions, such as attention deficit disorder (ADHD), and autistic spectrum disorder (ASD) isn't covered...

Exception: eligible diagnostic tests to rule out ADHD and ASD when a mental health condition is suspected if your policy includes 'Mental health treatment'.

I'm partly upholding this complaint but I think the £100 compensation BUPA has paid Mr K is fair and reasonable. I say that because:

- I think it was reasonable for BUPA to ask Mr K for more information about the initial consultation and/or the purpose of the ADHD diagnostic assessment before settling the claim in full. They are entitled to do so in line with the policy terms I've outlined above as there are limits to the cover available under the policy.
- Mr K says that BUPA are lying as they've received all the information from his treating team. I'm not persuaded that's the case. I've looked at the information Mr K has provided, and I don't think it's the information BUPA has asked for. Whilst he's provided information and reports I don't think they address the issue BUPA has queried. They want to understand what happened at the initial consultation and what led to the diagnostic report. Then, they can determine if the exception in the policy applies, or not. If Mr K is unclear on what's required, then it's open to him to contact BUPA to discuss this further.
- BUPA offered a total of £100 compensation to apologise to recognise that there were some customer service failings, including delays failing to reply to emails. I think this fairly reflects the impact of receiving a poor service as Mr K didn't know if his claim would be covered or not. However, I don't think BUPA needs to do anything further to put things right.

- Mr K says he only received £50. However, I can see that Mr K was awarded a total of £100 and I'm satisfied, based on the evidence that's available, that has been sent to him in the form of cheques and a deposit into his bank account.

### **My final decision**

I'm partly upholding Mr K's complaint but I think the settlement that BUPA Insurance Limited has paid Mr K is fair and reasonable. So, they don't need to do anything further to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 6 May 2025.

Anna Wilshaw  
**Ombudsman**