

The complaint

Mrs K and X complain BUPA Insurance Limited unfairly turned down their claim for treatment.

Mrs K brings the complaint on behalf of herself and her son, so for ease I will refer to all submissions as having been made by Mrs K.

What happened

Mrs K holds a private medical insurance policy, which also provides cover for her son. The policy is underwritten by BUPA.

In 2024 Mrs K's son saw a consultant who diagnosed "significant gynaecomastia" and he was referred for a surgical procedure. Mrs K made a claim for the treatment. However BUPA said this wasn't covered and declined the claim.

Mrs K complained. BUPA said it didn't think it had been unclear about what the policy covered, and thought it hadn't done anything wrong.

Unhappy with the response, Mrs K brought the 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 investigator's view. However Mrs K disagreed. She didn't think the support from the consultant has been taken into account. And she said she was aware that other children in similar circumstances had their claims paid.

As Mrs K disagreed and asked for a final decision, 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.

I'm aware Mrs K feels very strongly that the treatment should have been covered for her son, particularly due to his age and the psychological distress the condition caused him. And so I know my decision will come as a great disappointment, as I've not found that BUPA has acted unfairly in declining the claim. And I'll go on to explain why.

I acknowledge that I've summarised this complaint in less detail than Mrs K and I won't be responding to every single point that has been made. No discourtesy is intended by this. Rather I've focused on what I think are the key issues I need to address to reach a fair and reasonable outcome.

The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. To decide whether BUPA acted fairly, I've considered the policy terms and conditions alongside the arguments Mrs K has put forward, including the support from the treating consultant.

Firstly I've considered the policy terms and conditions, which form the basis of the insurance contract. The terms set out the eligible treatment BUPA has chosen to cover. And it also sets out treatments which BUPA has chosen to specifically exclude from cover.

BUPA relied on the following exclusion when declining the claim.

"Exclusion 10 Cosmetic, reconstructive or weight loss treatment

We don't pay for treatment to change your appearance, such as a remodelled nose or facelift whether or not it's needed for medical or psychological reasons.

We don't pay for breast enlargement or reduction or any other treatment or procedure to change the shape or appearance of your breast(s) whether or not it's needed for medical or psychological reasons, for example, for backache or gynaecomastia (which is the enlargement of breasts in males)."

We don't pay for any treatment, including surgery:

- which is for or involves the removal of healthy tissue (i.e. tissue which isn't diseased), or the removal of surplus or fat tissue, or*
- where the intention of the treatment, whether directly or indirectly, is the reduction or removal of surplus or fat tissue including weight loss (for example, surgery related to obesity)*

whether or not the treatment is needed for medical or psychological reasons"

The medical evidence shows Mrs K's son required treatment for gynaecomastia. This condition is specifically named in the above exclusion as not being covered by the policy. And I think the policy terms make it sufficiently clear that BUPA won't pay for any type of treatment to change the appearance of breasts, including gynaecomastia in males.

Whilst I have great empathy for Mrs K's son's situation, I'm not persuaded BUPA has acted unfairly in turning down the claim where there is a clear exclusion in place. I'm aware the consultant supported the need for the procedure. However the medical necessity of the treatment is not in question. The exclusion in the policy specifies that treatment of this type is not covered, even if there is a medical or psychological need for it. And, although there are some exceptions to the exclusion listed within the policy, I'm satisfied none of these apply to Mrs K's son's particular circumstances. And so I'm not persuaded that BUPA has unfairly relied on the exclusion to decline the claim.

I've noted the points made regarding other cases where children have been covered by insurance policies. However, I can only look at the individual circumstances of this case. And based on the policy exclusion which I have found to be clear and fairly applied, it wouldn't be fair or reasonable for me to direct the insurer to pay the claim.

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 Mrs K and X to accept or reject my decision before 24 July 2025.

Gemma Warner
Ombudsman