

The complaint

Mr G complains that BUPA Insurance Limited declined a claim under his private health insurance policy.

What happened

Mr G held a private health insurance policy through his employer since 1 November 2021, and it was provided by Bupa.

Mr G made a claim due to a lower back injury after an MRI in 2024 showed two herniated and one bulging disc. Bupa declined the claim as it said there was a special condition on Mr G's policy which meant that any treatment that was for, resulting from or was related to lower back pain wasn't covered. This was applied when the policy started based on the information Mr G gave on his application form.

Mr G wasn't happy with this. He said that whilst he had a history of lower back pain, an MRI in 2014 confirmed there was no evidence of injury. This was only identified in an MRI in 2024, and he provided a letter from his doctor to support there had been a change. Mr G says this was a new unrelated injury.

One of our investigators reviewed the complaint. Ultimately, she didn't think Bupa had done anything wrong when it declined the claim, for the reasons it did. She thought Bupa had acted fairly and reasonably when it applied the special condition on Mr G's policy. And as this excluded any treatment for lower back pain, our investigator thought Bupa had acted fairly and reasonably by declining Mr G's claim for lower back pain.

Mr G didn't agree with our investigator's findings. 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr G's complaint.

Mr G had a full medical underwriting policy. The policy terms say that for these policies:

- *"treatment of pre-existing conditions isn't covered (this includes any special conditions listed on any confirmation of special conditions we send you), and*
- *treatment of any disease, illness or injury resulting from pre-existing conditions or special conditions isn't covered."*

And pre-existing conditions are defined as follows:

“Any condition, disease, illness or injury (including related conditions), whether diagnosed or not, which you:

- received medication, advice or treatment for, or*
 - had symptoms of or knew you had*
- before your effective underwriting date.*

By a related condition we mean any symptom, condition, disease, illness or injury which, in our reasonable medical opinion, is associated with another symptom, condition, disease, illness or injury.”

When Mr G took out the policy, he answered “yes” to the question:

“Have you had frequent or recurring pain, an operation in the back, neck, joints or muscles, a bone or nerve condition or any other condition that impacts normal movement?”

He then provided further information to describe the medical problem as *“lower back pain – manageable through exercise”*. Mr G said the symptoms began in 2008 and the treatment included exercise and stretching every day with occasional trips to an osteo-therapist.

This led to Bupa applying a special condition on Mr G’s policy from inception, which said the following:

“For any treatment that is for, resulting from or is related to lower back pain is not covered.”

Mr G sent a letter from his doctor in support of his claim. The doctor said Mr G had suffered with lower back pain for many years of unspecified origin, but an MRI in 2014 showed nil acute changes. But in more recent years the back pain had evolved. The doctor said MRIs in 2022 and 2024 showed disc herniation and impingement. The doctor concluded that in their opinion, there had been a physiological change causing Mr G’s new and worsening symptoms since the MRI in 2014. But they said it wasn’t possible to comment on the timing and exact cause of these changes.

Having reviewed all the information, I think Bupa acted fairly and reasonably when it applied the exclusion on Mr G’s policy. He declared ongoing lower back pain when he applied for the policy in 2021. Mr G’s doctor has also confirmed this was of unspecified origin. The policy terms say that pre-existing conditions, including symptoms and related conditions, are excluded under the policy. And Bupa has shared recent underwriting guidance to show that in circumstances such as Mr G’s, an exclusion is applied on the policy.

Mr G says the injury on his lower back is new. However, his doctor hasn’t been able to comment on the cause of the change. And fundamentally, the exclusion meant that any treatment that was resulting from, or related to, lower back pain wasn’t covered. Bupa reviewed the report from Mr G’s doctor and confirmed the issues related to his lower back and the resulting pain.

Overall, I’m satisfied Bupa has acted fairly and reasonably by saying Mr G’s claim was caught by the special condition and therefore excluded under his policy. I’m sorry to disappoint Mr G, but I don’t think there’s anything Bupa needs to do, to put things right.

My final decision

My final decision is that I don’t uphold Mr G’s complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 July 2025.

Renja Anderson
Ombudsman