

The complaint

Ms H is unhappy that BUPA Insurance Limited (BUPA) declined to cover her private medical insurance claim.

What happened

Ms H took out a private medical insurance policy with BUPA on 10 August 2023. The policy was underwritten as 'full medical underwriting'. This means information about Ms H's medical history is used to confirm what cover BUPA can offer before the policy started.

Ms H had a cervical smear test on 28 August 2023 which tested positive. She was referred by her GP for a colposcopy, so she contacted BUPA for pre-authorisation. BUPA declined the claim as it said there was a special condition on her policy which excluded cover for any treatment for, resulted from or related to HPV (human papillomavirus).

Ms H made a complaint to BUPA. It said medical conditions that Ms H had before she took out the policy aren't covered. She didn't think it was fair that BUPA declined her claim and applied a further exclusion part-way through the policy.

Unhappy, Ms H brought her complaint to this service. Our investigator upheld the complaint. She didn't think BUPA had acted fairly in applying the exclusion part-way through the policy.

BUPA disagreed and asked for the complaint to be referred to an ombudsman. So, it was passed to me. In summary, BUPA said whether the special condition was added or not, the same outcome would have been reached due to the pre-existing HPV which Ms H declared in her application and which is the main cause for the cervical changes. It doesn't agree that it's been unclear or that it's later changed the outcome of Ms H's claim.

I issued a provisional decision to both parties on 22 April 2025. I said the following:

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.'

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these into account when considering Ms H's complaint.

It's not in dispute that HPV was added as a special condition on the policy and any treatment for, resulted from or related to this wouldn't be covered.

The issue in dispute is that BUPA added a further special condition part-way through the policy. Ms H doesn't think it's fair that BUPA has declined the claim because of this.

The policy terms and conditions

On page 34, of the 'What's not covered' section of the policy, it states:

'treatment of any disease, illness or injury resulting from pre-existing conditions or special conditions isn't covered.'

And the Insurance Product Information Document (IPID) provides a summary of what's not covered. This states that excluded medical conditions aren't covered.

Ms H completed an application for the policy. She declared that she had HPV and that she was due to have a further cervical smear test that was scheduled for 28 August 2023. Based on the medical information she provided, BUPA added a special condition on the policy and sent her a letter on 18 August 2023 confirming that:

'For any treatment that is for, results from or is related to hpv is not covered...'

It's clear, from the above, that any treatment for, resulting from or related to HPV isn't covered under the policy.

When Ms H contacted BUPA to pre-authorise a colposcopy, she completed a claim form, and her GP completed her medical details. Because Ms H had received a positive cervical smear test result, BUPA added a further special condition onto the policy and backdated it to 10 August 2023. A letter confirming this was sent to Ms H on 6 September 2023. This stated:

'For any treatment that is for, results from or is related to abnormal cervical smear is not covered...'

I'll go on to consider whether the special condition should have been added retrospectively and whether the claim should be covered.

Has the further special condition been added fairly?

BUPA added the special condition for abnormal cervical smear tests following the GP confirming that Ms H had a positive result in around August 2022, not August 2023 (as Ms H had said in her application form). BUPA therefore applied this special condition as it said it would have been applied at the time of taking out her policy.

I've considered whether it was fair for BUPA to do this. I can see that BUPA had known from the start of the policy that Ms H had a positive smear test result – the only difference was the date of that test result. However, despite it having been made aware of this, it didn't apply the special condition from the start of the policy. So, I don't think the date of the test result would have made any difference as I think the special condition applied would still have been for HPV only (and not abnormal smear tests). BUPA didn't add the special condition for abnormal smear tests when the policy started - even when it knew Ms H had a positive result. So, the change in the date doesn't make a difference. I'm therefore not persuaded that BUPA applied the further special condition fairly, part-way through the policy.

Has the claim been declined fairly?

I've considered the treatment Ms H has claimed for.

This was for a colposcopy. The GP referred Ms H due to a positive smear test she had on 28 August 2023. I've looked at the NHS website. This says a colposcopy is often done if cervical screening finds changes to cells that are caused by certain types of HPV.

The treatment is therefore 'for, results from or is related to HPV'. There's a special condition that excludes this on Ms H's policy and I don't think therefore the claim is covered.

Regardless of whether a further exclusion was added part-way through the policy or not, whichever way you look at it, the claim isn't covered. Even if the special condition excluded abnormal smear tests, the special condition that excludes treatment related to HPV would mean the claim isn't covered.

Overall, I'm not persuaded the special condition should have been applied retrospectively. I understand that Ms H has cancelled her policy but if she hasn't then BUPA should not apply the special condition part-way through the policy.

And, in terms of the claim, I'm satisfied that under the policy terms and conditions, there is no cover for this. I'm sorry to disappoint Ms H, but in the circumstances here, I don't think BUPA has unfairly declined it.

I now invite both parties to provide any further comments by 6 May 2025.

Ms H and BUPA both responded to my provisional decision.

Ms H said she didn't have abnormal cervical cells when she had the HPV. She developed abnormal cervical cells part-way through the policy which required a colposcopy.

BUPA said it had no further comments.

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 won't be departing from the outcome reached in my provisional decision.

I've reviewed Ms H's comments. And I understand that the abnormal cells developed part-way through the policy. But the policy is clear in that any treatment for, resulting from or related to HPV isn't covered under the policy. And based on the information available on the NHS website, HPV can cause abnormal cervical cells even though having HPV may not be the same as having abnormal cervical cells. This shows there's a link between HPV and having abnormal cells.

Overall, I've carefully considered everything, and I'm not persuaded that treatment resulting from or related to HPV is covered under Ms H's policy. As such I don't think BUPA declined Ms H's claim unfairly or outside the terms and conditions of her policy. I'm sorry to disappoint Ms H but it follows that I don't require BUPA to do anything further.

My final decision

For the reasons given above, I don't uphold Mr H's complaint about BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 3 June 2025.

Nimisha Radia
Ombudsman