DRN-5536494

The complaint

Mrs C is unhappy with BUPA Insurance Limited's decision to decline her claim.

What happened

Mrs C was diagnosed with significant osteoporosis in July 2024 and claimed on her medical insurance policy for Zoledronate treatment to help alleviate her symptoms. Mrs C said BUPA unfairly declined her claim because it automatically assumed her condition was chronic. She explained her treating specialist is of the opinion that her condition is curable through the Zoledronate infusion treatment and therefore, she'd like BUPA to cover it. Mrs C said she's already self-funded one treatment and would like BUPA to reimburse those costs, as well as cover her ongoing treatment costs.

BUPA said it declined Mrs C's claim because the policy doesn't cover treatment for chronic conditions. It explained osteoporosis has no known cure and requires ongoing monitoring and management and therefore the chronic exclusion applies.

Our investigator agreed with BUPA's position on Mrs C's claim. He highlighted BUPA's exclusion under the policy terms and said BUPA had relied on it fairly to decline cover.

Mrs C, unhappy with that, asked for an ombudsman to reconsider her complaint. She said her treating specialist's opinion is that her condition is treatable and therefore shouldn't be considered chronic. And so, it's now for me to make a final decision on whether BUPA has declined her claim fairly by relying on the exclusion.

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've also decided not to uphold it. I say that because I'm satisfied BUPA declined the claim, in line with the policy's terms, fairly. I'll explain why.

The relevant rule that applies in Mrs C's case comes from the Insurance Conduct of Business Sourcebook (ICOBS). ICOBS says BUPA must handle Mrs C's claim promptly and fairly and must not unreasonably reject her claim. I've thought carefully about BUPA's obligations under this rule whilst considering her case. I've also considered BUPA's policy terms, which set out the conditions of cover, including any exclusions that may apply.

BUPA has relied on the following exclusions to decline Mrs C's claim;

"Exclusion 6: Chronic conditions. We don't pay for treatment of chronic conditions. By this, we mean a disease, illness or injury which has at least one of the following characteristics;

- *It needs ongoing, or long-term monitoring through consultations, examinations, check-ups and/or tests*

- *It needs ongoing or long-term control or relief of symptoms*
- *It requires rehabilitation or for you to be specially trained to cope with it*
- *In continues indefinitely*
- *It has no known cure*
- *It comes back, or is likely to come back"* as well as;

"Exclusion 25: Screening, monitoring and preventative treatment.
We don't pay for… routine tests, or monitoring of medical conditions, including;

- *routine checks or monitoring of chronic conditions*
- *preventative treatment, procedures or medical services"*

I've thought carefully about Mrs C's argument that her condition isn't a chronic one, but I'm not persuaded by it. I say that because osteoporosis is considered a chronic condition as it has no known cure. That means Mrs C's condition will likely need long-term monitoring and management and so BUPA has relied on the exclusion fairly in these particular circumstances. The Royal Osteoporosis Society says about Mrs C's intended treatment;

"Zoledronate is a long-lasting treatment and should keep helping your bones for about 2-3 years after you stop having it. Your doctor can advise you on what's best for you, based on your own situation"

This further persuades me the intended treatment is of temporary benefit and cannot provide a long-term solution to the condition Mrs C's suffering with. I'm also persuaded that means Mrs C's condition will need long-term monitoring and so I think the above exclusions apply in the circumstances.

Mrs C explained her treating specialist believes her condition is curable, and whilst I accept there is some evidence to suggest it can be managed, there's no persuasive medical evidence from her specialist to support that her intended treatment will fully cure her osteoporosis. Mrs C's consultant explained she will need to undergo three to four infusions over the next few years, and I think this further demonstrates that her condition will need ongoing management. And so, because I'm satisfied Mrs C is suffering with a chronic condition, I think BUPA has fairly relied on the policy's exclusions to decline cover here.

Mrs C has made other arguments about her specialist feeling unable to provide evidence to support her claim. Mrs C said this is because he's concerned about the impact that'll have on his relationship with BUPA. But it doesn't make a difference to my decision because whatever the reasons is, the specialist hasn't provided any testimony to explain that and so, the evidence isn't there to support her position.

My final decision

For the reasons I've explained, I don't uphold Mrs C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 26 August 2025.

Scott Slade

Ombudsman