

## **The complaint**

Mr Y has complained about the service provided by BUPA Insurance Limited.

## **What happened**

The details this complaint are well known to the parties so I won't repeat them here. Instead I'll focus on giving reasons for my decision.

I am aware that Mr Y wished to expand this complaint to include a further eight complaints. But as the investigator explained complaints must be raised with BUPA first – it is entitled to respond to complaints and to try and resolve them. This decision deals only with the final responses dated 5 December 2024 and 14 and 28 February 2025.

## **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'd like to reassure Mr Y that whilst I've summarised the background to his complaint, I've carefully considered all that he has said and sent to us. In this decision though I haven't commented on each point rather I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers must pay due regard to the interests of its customers and treat them fairly. So I've considered, amongst other things, the policy terms, the law and good insurance practice to decide whether I think BUPA treated Mr Y fairly. Having done so, and although I recognise that Mr Y will be disappointed by my decision, I agree with the conclusion reached by our investigator for the following reasons:

- Mr Y raised legitimate concerns about BUPA's web chat service and its response to queries he raised there. Several times Mr Y experienced extensive wait times – sometimes ending the chat due to frustration. On occasion he received contradictory information or chats were abruptly ended. In this complaint I am considering a 40 minute wait time for the online chat feature and a subsequent disconnection from the chat. I can appreciate that this was not the service that Mr Y could rightly have expected to receive. I'm pleased to note that BUPA apologised.
- Mr Y complained about the service BUPA provided more generally. He was concerned about its payment process, inaccurate information that he had been given and delays that had ensued. On one occasion (27 January 2025) he raised a complaint but this wasn't logged. I've thought carefully about these issues. I'm satisfied that BUPA took his complaints seriously, apologised where appropriate and offered compensation. With regard to the cheque payment query BUPA said that its adviser had provided Mr Y with the correct information but apologised and to say sorry transferred £100 to his payment account to make up for any inconvenience.

- BUPA did explain to Mr Y that it was the member's responsibility to manage treatments and for booking appointments. I am sorry to note there was an issue with regards to one of Mr Y's appointments – but I don't find that this was due to any error on the part of BUPA.
- I can see that Mr Y was caused some confusion regarding his out-patient allowance. BUPA extended this due to Mr Y's personal circumstances, but the extension wasn't reflected in his renewal pack issued to his employer. BUPA explained why this was. I note that Mr Y doesn't accept that his employer is responsible for disseminating policy information to him – but this is the usual process and I don't find there was anything different here. But in any event I am satisfied that as Mr Y's personal policy overlapped with the renewal of his group policy BUPA treated him fairly by backdating the cancellation of his personal policy and processing a refund.
- Taking into account the unsatisfactory journey that Mr Y has had, and the effect on him personally, I'm satisfied that compensation is merited. BUPA has awarded £550 in compensation. Mr Y has complained that this figure was raised before the majority of his complaints were either acknowledged or responded to by way of final response letters. Here I am only considering the issues mentioned and the final responses referred to above. I can see that compensation was paid before, but I'm satisfied that when BUPA looked at the issues again it offered £500 (28 February 2025) then a further £50. This didn't include compensation already paid.
- Awarding compensation is not an exact science. Very often an apology will suffice to remedy a mistake that has caused minimal impact and has been addressed expediently. But I have thought carefully about cumulative impact on Mr Y, given what he has said and taking into account his specific needs. BUPA has explained that it considers the impact a customer has experienced because of an error on its part often capturing multiple points as part of one case to assess what a fair amount would be overall. I think that is fair and I don't find that it is necessary to itemise each compensation amount individually. It follows that I do not agree that by not doing so BUPA has violated the principle of fair complaint resolution. I find that a total of £550 is fair and reasonable compensation in the circumstances.
- I do note the impact Mr Y has said that the issues he has complained about have had on his mental health and financial peace of mind. I am sorry this is so. But as I find that BUPA has fairly addressed the issues that Mr Y has raised, it will be for him to decide how he wishes to proceed in the future. For the avoidance of doubt this Service doesn't regulate BUPA – that is the role of the Financial Conduct Authority. Likewise we cannot make a finding of discrimination under the Equality Act – rather, as set out above, we look at all the circumstances, including the law and good insurance practice in order to determine whether a consumer has been treated fairly. For the reasons given I'm satisfied BUPA has acknowledged its failings and errors and offered fair redress. I don't require it to take any further action.

### **My final decision**

For the reasons given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 28 July 2025.

Lindsey Woloski

**Ombudsman**