

The complaint

Mr V has complained that technical issues with BUPA Insurance Limited's online portal meant that he was unable to use his private medical insurance policy when he needed it and has incurred costs for medical treatment as a result.

What happened

Mr V had been experiencing issues with accessing his account via the online portal. Bupa would resolve the problem, only for it to re-occur.

In November 2024, he needed to see a doctor but was unable to use the portal to arrange an appointment with a Bupa GP. He therefore contacted a private GP instead, who then referred him to hospital for further treatment.

In response to the complaint, Bupa accepted that there had been problems with the digital account and offered £50 compensation for distress and inconvenience. However, it declined to cover the medical costs that Mr V had incurred on 7 November 2024.

Our investigator didn't think that Bupa should be liable for the medical expenses. However, he concluded that £150 would be a more appropriate amount for the inconvenience caused by not being able to access the portal. Mr V disagrees with the investigator's opinion and so the complaint has been passed to me for a decision.

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've carefully considered the obligations placed on Bupa by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Bupa to handle claims promptly and fairly, and to not unreasonably decline a claim.

Although Mr V was often unable to use the portal, he understood that his policy was still active and that he'd be able to make use of its benefits if he needed to, albeit by contacting Bupa by some other means.

The policy includes usage of Bupa's GP services. On balance, I agree with our investigator that, although it would have been slightly less convenient, Mr V could have rung Bupa, or used virtual chat, to arrange an appointment. As this option was available to him, I'm not persuaded that Bupa should reimburse the cost for the private GP.

Mr V says that, had he seen a Bupa GP, he would have been referred for the same treatment, with the same diagnostic tests being carried out. Therefore, the hospital costs should be covered.

The private GP advised him to attend a particular hospital, where he was seen in their urgent care centre. Looking at the policy terms, they state:

'What is not covered

Exclusion 2 Accident and emergency treatment

We do not pay for any treatment, including immediate care, received during a visit to an NHS or private accident and emergency (A&E) department, urgent care centre or walk-in clinic.

We also do not pay for any treatment received following an admission via an NHS or private A&E department, urgent care centre or walk-in clinic until after you are referred by a consultant for eligible treatment in a recognised facility.....'

Being that the advice from the private GP was to seek treatment immediately, it's more likely than not that a Bupa GP would also have provided the same advice. So, although he says he just wants to be reimbursed for treatment that would have been covered had access to the portal not failed, that is not the case. His urgent treatment wouldn't have been covered in any event.

Mr V says that, following the urgent care consultation, that consultant then referred him on for the further diagnostics and treatment. However, based on the evidence of the hospital invoice, all of his care appears to have taken place under the urgent care centre.

I am sympathetic to the situation Mr V finds himself in. He had a health scare and I can therefore understand why he took the course of action that he did. However, the matter at hand is whether or not those circumstances are covered under the policy terms, and I'm afraid to say that they are not. It follows that I do not uphold the complaint in regard to reimbursement of the medical costs.

It's clear from the available evidence that Mr V experienced problems with the portal from August 2024 onwards. He had to spend time contacting Bupa to report the issue, which would then recur. I agree with our investigator that the offer of £50 was insufficient. £150 is a more reasonable and proportionate level of compensation for the distress and inconvenience caused. It follows that I uphold the complaint in relation to the service issues.

My final decision

For the reasons set out above, I partly uphold the complaint. BUPA Insurance Limited does not have to cover Mr V's medical costs. However, it should pay him £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 2 October 2025.

Carole Clark
Ombudsman