

## **The complaint**

Mrs P is unhappy that BUPA Insurance Limited (BUPA) declined a claim under her private medical insurance policy.

Mrs P is being represented on this complaint. I will however refer to Mrs P throughout this decision.

## **What happened**

Mrs P has cover on a group private medical insurance policy provided by her husband's employer. BUPA is the underwriter of the policy.

On 5 June 2023, Mrs P contacted BUPA to enquire about ADHD assessments. She was informed that a GP referral would be required. BUPA authorised an initial outpatient consultation and a follow-up outpatient consultation. Mrs P had the initial consultation in March 2024 which BUPA paid for.

On 15 April 2024, BUPA declined to cover an ADHD assessment that Mrs P's consultant had provided a treatment plan for as it said changes had been made to the policy from January 2024. As Mrs P's policy renewed on 1 April 2024, BUPA said there was no cover.

Mrs P complained to BUPA. She said the entire process was pre-authorised and given the waiting times for ADHD assessments, she had to wait six months for an appointment. Mrs P said she can't understand why the follow-up consultation is now not covered when BUPA had already pre-authorised it.

BUPA said there was no authorisation provided for a neurodiversity assessment (ADHD assessment), only for a follow-up consultation. It also said its communication was confusing and it should have been clearer. It offered Mrs P £150 compensation for this.

Unhappy, Mrs P brought her complaint to this service. Our investigator didn't uphold the complaint. She didn't think BUPA had declined Mrs P's claim unfairly.

Mrs P disagreed and asked for the complaint to be referred to an ombudsman. So, it was passed to me.

In summary, Mrs P said she is looking for BUPA to honour the follow-up appointment it pre-authorised in June 2023. BUPA's failings in the service provided and the impact caused should also be considered.

I issued a provisional decision dated 20 June 2025 to both parties. I said the following:

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've considered, amongst other things, the terms of this policy and the circumstances of Mrs P's claim, to decide whether BUPA treated her fairly.*

*At the outset, I want to confirm that having reviewed everything, it's clear to me that there is*

confusion caused about what was covered under the policy. And I don't think BUPA's communication to Mrs P has been satisfactory. I'll refer to this further below.

#### The policy terms and conditions

Under the policy year 1 April 2023 to 31 March 2024, the relevant exclusion is as follows:

*'Exclusion 20 Learning difficulties, behavioural and developmental conditions We do not pay for treatment related to learning difficulties, such as dyslexia, or behavioural conditions, such as attention deficit hyperactivity disorder (ADHD) and autistic spectrum disorder (ASD), or developmental conditions, such as shortness of stature.*

*Exception: If your benefits include Benefit 5 Mental health treatment we pay for eligible diagnostic tests to rule out ADHD and ASD when a mental health condition is suspected. You must have our confirmation before any diagnostic tests are carried out that the above criterion has been met and we need full clinical details from your consultant before we can determine this.'*

Under the policy year 1 April 2024 to 31 March 2025, the exclusion states:

*'Exclusion 20 Learning difficulties, behavioural and development conditions:*

*We don't pay for treatment related to learning difficulties, such as dyslexia, or behavioural conditions, such as attention deficit hyperactivity disorder (ADHD) and autistic spectrum disorder (ASD), or developmental conditions, such as shortness of stature.*

*Exception: If your benefits include benefit 5.1.4 assessments for a neurodiverse condition as set out in benefit 5.1.4.'*

BUPA has explained that Exclusion 20 was amended/updated in the policy year 2024-2025 to make the cover clearer for its members. And the membership certificate for the relevant policy year would explain whether there is cover for an ADHD diagnostic assessment/test or not.

BUPA also explained that the policyholder (in this case Mrs P's husband's employer) would have been informed of the change, and this was updated in the new policy year membership guide of 2024-2025.

#### Has the claim been fairly declined?

I've considered the information provided by both parties and the relevant policy documents for the two years. I've also looked at whether Mrs P was treated fairly and in line with the above policy terms and conditions.

I've listened to the call on 5 June 2023 as the starting place. Mrs P telephoned BUPA to ask how to obtain authorisation for an ADHD assessment. The advisor explained that a GP referral would be required, and that Mrs P could access an online virtual GP who could likely speak to her within a day. BUPA could then look into eligibility for cover. The advisor also informed Mrs P that diagnostic tests wouldn't be included as part of the consultation. He provided examples of x-rays and orthopaedic tests.

On the same day, Mrs P received a GP referral, and BUPA authorised an initial out-patient consultation and a follow-up consultation under one claim reference for 'Other specified anxiety disorders'.

*Mrs P had the first consultation on 18 March 2024. This was paid for by BUPA. There was a delay in getting the follow-up appointment from the consultant. So, Mrs P contacted BUPA on 14 April 2024 to schedule her ADHD assessment (which she thought had been authorised in June 2023), but BUPA said this fell into the new policy year and so there would be no cover.*

*I note that a treatment plan was provided by the consultant which included Mrs P having an ADHD diagnostic assessment. The consultant said Mrs P would have to contact BUPA to ask for funding. And this was the reason why Mrs P contacted BUPA on 14 April 2024 – to seek authorisation for the ADHD diagnostic assessment. I've thought about why Mrs P believes she should have had authorisation. And it seems to me that in her mind they are one and the same. That is the 'follow-up consultation' is the same as the ADHD diagnostic assessment. But they are not the same, looking at the terms and conditions above.*

*Having looked at the cover available on the policy for 2023-2024 – while the follow-up consultation was authorised in June 2023, I don't agree this was for an ADHD diagnostic assessment. Only a consultation was authorised on 5 June 2023. And had Mrs P contacted BUPA by 31 March 2024 for authorisation of the diagnostic assessment, it's likely this would also have been authorised. This is because the policy for that year said there was cover available but that was dependent on Mrs P following the claims process for this.*

*However, Mrs P contacted BUPA on 14 April 2024 (in the new policy year) and as cover for this had changed, this was declined. I think that was fair and reasonable.*

*Having looked at what happened, I'm not persuaded that the claim was declined unfairly or outside the terms and conditions of the policy. It's unfortunate that the treatment plan didn't come through to BUPA until April 2024. I'm sorry to disappoint Mrs P but that doesn't mean that BUPA should now be responsible for this as it had never authorised this in June 2023. It had only authorised a follow-up consultation.*

#### *Handling of the claim*

*As I've said above, I'm not satisfied that BUPA has handled the claim as it would have been expected to. Specifically, I think it's communication to Mrs P has been poor. I'm therefore minded to direct BUPA to pay compensation of £300 in total to Mrs P (a further £150 in addition to what's already been offered). I'll explain why.*

*Mrs P has clearly all along been asking why the follow-up consultation isn't covered. I think BUPA could have explained the difference between a consultation and diagnostic assessment, and why these two are different. Mrs P asked several times and there is clear frustration on her part.*

*I can't see that BUPA has attempted to explain this so that Mrs P understood why the ADHD assessment wasn't now covered - even though it sent multiple communication including more than one final response to Mrs P's complaint. Additionally, the email sent by BUPA to Mrs P in October 2024 further confused her rather than provided clarity. She was left thinking she had cover.*

*I think the way BUPA has handled the communication isn't what would be expected, and this clearly has impacted Mrs P.*

*I understand BUPA had sent the policyholder (Mrs P's husband's employer) information about changes to the policy. And a membership certificate was also sent to Mrs P and her husband for the new renewal year which confirms this. Mrs P said that a general policy change was not communicated to her. But I don't agree – I've seen the notification that*

*BUPA sent to the employer and the membership certificate. Both confirm the policy change.*

*Mrs P said the policy change indirectly discriminates against individuals with disabilities and BUPA is not acting inclusively. I understand why she might feel this way. However, the policy change applies to all members and isn't specific to any member. Whilst it's not our role to tell a business to change its policies as this is a commercial decision, having looked at what happened, I don't think BUPA has treated Mrs P differently or unfairly.*

*Overall, based on the available evidence, I don't think BUPA has declined the claim unfairly. But, taking into account the way BUPA has communicated to Mrs P, I'm minded to direct BUPA to pay Mrs P £300 total compensation in recognition that it could have done this better.*

*I now invite both parties to provide their comments by 4 July 2024.*

BUPA responded and accepted the recommendations made in my provisional decision.

Mrs P did not respond.

### **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, no further comments have been made by either party. I note that BUPA has accepted my recommendation. I therefore see no reason to depart from my findings in the provisional decision.

Overall, therefore, I'm not persuaded that BUPA declined Mrs P's claim unfairly. And due to BUPA failings in its communication to Mrs P, I'm satisfied that £300 compensation is fair and reasonable in the circumstances of this complaint.

### **Putting things right**

I direct BUPA to put things right by:

- \*Paying Mrs P £300 total compensation (including the £150 already offered) in recognition of the distress and inconvenience caused to her.

\*Bupa must pay the compensation within 28 days of the date on which we tell it Mrs P accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% simple per annum.

### **My final decision**

For the reasons given above, I partially uphold Mrs P's complaint about BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 4 August 2025.

Nimisha Radia  
**Ombudsman**