

## **The complaint**

Mrs P is unhappy that BUPA Insurance Limited declined to cover a claim she made on her employer's private medical insurance policy.

## **What happened**

Mrs P had an injection to treat symptoms she was experiencing. A consultant recommended a further injection but BUPA declined to cover it as it was more than 3 months since she'd had the last one.

Mrs P complained to BUPA but they maintained their decision was fair. They said that if injections aren't part of treatment which is likely to quickly cure a condition or quickly return you to a previous state of health, they aren't eligible as they are only relieving symptoms. They said that if treatment needed to continue beyond three months it didn't meet their definition of an acute condition. Unhappy, Mrs P complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Mrs P's complaint. He thought BUPA had acted reasonably when declining the claim. He wasn't persuaded by Mrs P's representations that she'd been discriminated against because she had diabetes and he thought BUPA had fairly concluded that the injection was for temporary management of Mrs P's condition.

Mrs P didn't agree and asked an ombudsman to review her complaint. In summary she said that the injections often helped the patient to start to move again so that the body can heal itself. She disagreed that the main purpose was pain or symptomatic relief and highlighted that she wasn't privy to BUPA's internal guidance which was, in effect, a hidden contract term. Mrs P emphasised that she could have had the treatment at an earlier date and questioned whether putting off the appointment, due to her diabetes, was a reasonable adjustment.

## **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.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mrs P has, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

The relevant rules and industry guidelines say that BUPA has a responsibility to handle

claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions say:

We don't pay for treatment, the main purpose or effect of which is to provide temporary relief of symptoms, or for which is for the ongoing management of a condition.

An acute condition is defined as:

A disease, illness or injury that is likely to respond quickly to treatment which aims to return you to the state of health you were in immediately before suffering the disease, illness or injury, or which leads to your full recovery,

On balance, I'm satisfied that BUPA has fairly declined the claim. I say that because:

- I think BUPA provided a reasonable explanation for their decision to decline the claim. They said that the initial injection was covered to support treatment for the pain. However, as there was more than three months between the initial injection and, as symptoms were persisting over three months later, they no longer considered the condition was responding quickly to treatment.
- I've considered what Mrs P has said about the second injection aiming to help the body heal itself. I've not been provided with any specific medical evidence which confirms that this was the reason the consultant recommended it. And Mrs P told BUPA when she contacted them for authorisation that the pain had returned and the consultant had arranged for another injection by guided ultrasound.
- Mrs P questions whether, if she'd gone ahead with the injection in December, BUPA would have covered it. I don't agree that's central to the outcome of this complaint. That's not what happened as Mrs P decided to have treatment the following month. My role is to consider what did happen, rather than what may have happened had a different set of circumstances arisen.
- Mrs P has complained that BUPA has failed to make reasonable adjustments for her. In other words, has failed their duty to make reasonable adjustments under the Equality Act 2010. I have no power to find whether the Equality Act 2010 has been breached. Only a court (or tribunal) can do that. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable.
- I appreciate that Mrs P feels that BUPA should be more transparent about their internal guidance and that their approach to her claim amounts to a hidden contract term. I haven't found her arguments on this point to be persuasive. I wouldn't usually expect BUPA to include all their internal guidance in relation to claims as part of the policy terms. I'm satisfied that BUPA's policy documentation drew attention to the significant limitations of the policy, including the relevant exclusion. This is a common exclusion which appears in lots of private medical insurance policies. And most insurers have similar limitations on the extent of cover for this type of treatment. It's also not uncommon for private medical insurers to keep claims of this nature under review during the course of consultations and treatment.
- In any event, Mrs P was aware that the treatment wasn't covered when she chose to go ahead with the procedure. I fully understand her reasons for doing so, particularly if she was in pain. But I think BUPA had made it clear that they wouldn't cover the

cost and she proceeded knowing that this might be something that she'd have to pay for herself.

**My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 14 October 2025.

Anna Wilshaw  
**Ombudsman**