

## **The complaint**

Mr B complains that Bupa Insurance Limited has unfairly refused a claim he made under his private medical insurance policy.

## **What happened**

The background is known to both parties, so I have only included a summary here. Mr B has been a member of his wife's private medical insurance cover with BUPA since 2006.

In late 2024, Mr B underwent an eye test where it became apparent that his visual field was partially restricted due to bilateral dermatochalasis – this being that Mr B has developed excess eyelid skin, which has drooped on both eyes. The problem is exacerbated by Mr B needing varifocal glasses; varifocals require sight through different parts of the lenses, something Mr B is unable to do because of his condition. Consequentially, this significantly limits his field of vision.

Mr B thereafter met with an ophthalmic surgeon in January 2025, who explained he could undergo blepharoplasty to remove the excess skin.

Mr B asked BUPA to fund this surgery. However, BUPA said it could not do so, because the surgery was excluded in Mr and Mrs B's policy wording.

Mr B thereafter made a complaint to BUPA. In February 2025, BUPA rejected the complaint. It said blepharoplasties – even for medical reasons – were not covered by the policy.

Mr B then brought his complaint to this service. He explained that he fully appreciated that BUPA wouldn't carry out cosmetic surgery and he would never expect it to do so. But, he did think that BUPA ought to correct a medical condition which is starting to severely compromise his life. And, though he could potentially have surgery on the NHS, the wait for this was lengthy. This means that for the foreseeable future he will be in severe discomfort, and possibly without vision.

One of our investigators considered the complaint, but he didn't think it should succeed. He said that whilst he had no reason to dispute the medical necessity of the surgery, the policy wording contained an exclusion for the cosmetic removal of healthy tissue. He did not believe that BUPA had been unfair in relying on that exclusion, since it was only required to pay for treatment covered by the policy.

Mr B disagreed and asked for his complaint to be referred to an ombudsman. He made a number of further additional comments, noting:

- The position taken by our investigator seemed at odds with examples of complaint outcomes given on the Financial Ombudsman Service's website.
- One such example showed how a breast reduction was found to be medically necessary, not cosmetic – and a consumer's complaint was upheld on that basis.
- Both his optician and the specialist have said the surgery is for medical reasons, not cosmetic reasons.

- Aside from anatomical differences, he sees no reason why his circumstances are any different from the example he has pointed to.
- His condition has worsened, meaning he cannot properly use varifocal glasses, and he is worried about impending blindness.

Our investigator reviewed what Mr B had said, but he wasn't willing to change his view on the complaint. He noted how BUPA wasn't disputing that the operation was medically necessary, but the exclusion wording wouldn't cover treatment for the removal of healthy or surplus tissue. And the example complaint Mr B had referred to was not akin to his complaint because in that case, the consumer's policy wording didn't have the same type of exclusion.

Mr B still disagreed. He said his policy wording covered eligible treatment in the event he was losing his sight – and he cannot see through varifocal glasses any longer because of his condition. And, he wanted to reiterate that both his optician and BUPA's specialist agreed that he needed surgery for functional reasons, not aesthetic reasons.

BUPA didn't have anything further to add. The complaint has now been passed to me.

### **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 was sorry to learn of Mr B's circumstances. I can see how things are becoming progressively worse for him, and I do not underestimate how concerning this situation is. However, I can't uphold a complaint merely because of my sympathy for a complainant.

And, having reviewed this complaint carefully, I agree with the outcome reached by our investigator – that means though I realise my decision won't be what Mr B has hoped for, I won't be asking BUPA to do anything further to resolve the complaint because I believe it has applied the terms and conditions of Mr and Mrs B's policy fairly to Mr B's claim. I'll explain my reasons below.

The relevant rules and industry guidelines say that BUPA has a responsibility to handle claims promptly and fairly. And it shouldn't reject a claim unreasonably. So, I have looked at the terms and conditions of Mr and Mrs B's policy.

The relevant policy wording says:

*“What isn't covered*

*Treatment isn't covered **even if it's needed for medical or psychological reasons**, [my emphasis] if it:*

- *is to change your appearance, such as surgery to reshape your nose, a facelift or a breast enlargement*
- ***involves removing healthy (not diseased) or surplus tissue** [my emphasis] or fat (liposuction), such as breast reduction as treatment for backaches or men's breast swelling (gynaecomastia)*
- *involves weight-loss, surgery such as bariatric surgery, or is to reduce scarring, including keloid scars.*

Mr B makes the distinction that because his need for blepharoplasty is functional and not cosmetic, it should be paid for by BUPA. Policies such as Mr and Mrs B's aren't designed to

cover every eventuality or situation. Instead, an insurer will decide what risks it's willing to cover, provided for within the policy's terms and conditions. For a valid claim, the onus is on the policyholder to show that the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy terms, the onus shifts to the insurer to show how that exclusion applies.

BUPA has pointed to NHS guidance which shows that blepharoplasty is a procedure to remove excess, but non-diseased (i.e. healthy) tissue. For the purpose of NHS funding, there is a distinction between cosmetic and functional blepharoplasty. However, that is not the case with Mr and Mrs B's policy. The exclusion set out above accounts for the fact that treatment may be needed for medical reasons, but where it involves the removal of healthy or surplus tissue, any claim will be excluded. Put another way, unlike the NHS, it is not relevant for the BUPA cover whether the procedure is for cosmetic or functional reasons – in either case, the policy wording excludes it.

I therefore find BUPA's approach with the claim refusal to be reasonable. Though disappointing to Mr B, it recognised that the procedure is excluded by the policy wording, regardless of the medical issues it is causing. And I believe BUPA is entitled to rely on that exclusion; consequently, it didn't act unfairly in doing so and refusing Mr B's claim.

I understand Mr B's strength of feeling about this matter but, for the reasons I've explained, I don't think there are any grounds upon which I can fairly direct BUPA to cover the costs of his surgery: it has shown that the treatment is clearly excluded under the policy wording.

### **My final decision**

Despite my empathy for Mr B's circumstances, I do not find BUPA to have behaved unfairly or unreasonably in rejecting his claim on the basis that it is excluded by Mr and Mrs B's private medical insurance policy wording. On that basis, I cannot uphold his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 October 2025.

Jo Storey  
**Ombudsman**