

The complaint

Miss R complains that BUPA Insurance Limited - as the underwriter of her private medical insurance policy - was able to access medical information a third-party medical provider sent onto it without Miss R's permission.

What happened

Miss R holds a personal private medical insurance policy which she took out in October 2023. In January 2024, Miss R made pre-authorisation requests which were put on hold.

Subsequently, on 20 May 2024, BUPA sent Miss R a text asking her to get in touch following a recent conversation with it. And on 23 May 2024, it sent a follow-up text message which said that it'd received Miss R's claim but it needed more information to assess it.

So Miss R got in touch with BUPA because she hadn't made a claim. During the call, BUPA explained that it needed to get her consent for it to access her medical records. She learned that a clinic letter prepared by a doctor she'd been seeing privately had been emailed to BUPA, and that the private clinic had also sent other emails to it. The letter had been sent to BUPA without Miss R's consent.

Miss R was very concerned about the situation, in brief, because she felt BUPA should have better processes in place, both for receiving information from healthcare providers and for contacting its customers. She complained to BUPA but it didn't agree that it had done anything wrong. So Miss R asked us to look into her complaint. She felt that BUPA should refund the premiums she'd paid for the cover since it'd issued its final response to her complaint.

Our investigator didn't think Miss R's complaint should be upheld. She explained that we can't tell financial businesses how to operate. But she didn't think BUPA was responsible for the healthcare provider sending it a copy of the clinic letter and she didn't think BUPA would've had any reason to suspect the letter and email had been sent in error. She also thought it had been reasonable for BUPA to prompt Miss R to make contact with it in the way it had done. And she didn't think it would be fair to ask BUPA to refund the premiums Miss R had paid.

Miss R disagreed and so the complaint's been passed to me to decide.

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, whilst I'm sorry to disappoint Miss R, I don't think BUPA has done anything wrong which I could reasonably tell it to put right and I'll explain why. In making my decision, I've taken into account relevant considerations, such as regulatory rules, principles and the policy terms.

First, it's important I make it clear that the Financial Ombudsman Service isn't the industry regulator. So I have no power to tell a financial business to change its processes, procedures or systems. It seems to me that Miss R would really like us to tell BUPA to change how it communicates with its customers and with healthcare providers. But that isn't something I'm able to do. If Miss R has wider concerns about the way BUPA operates and communicates, she may be able to contact the industry regulator, although it doesn't investigate individual complaints.

What I can do though is to look at the specific circumstances of Miss R's complaint and decide whether I think BUPA made any mistake which caused Miss R material distress and inconvenience.

BUPA's notes show that in early January 2024, three pre-authorisations had been requested, which appear to have been on hold. So it doesn't seem unreasonable to me for BUPA to have concluded that any medical information it was subsequently sent could potentially relate to those pre-authorisations.

I've seen copies of the emails the healthcare provider sent to BUPA, although I'd reassure Miss R that in line with her request to it, the clinic letter is not accessible. The emails seem to have been sent to BUPA without it asking the provider for this information. I understand Miss R didn't agree to the healthcare provider sending BUPA the clinic letter and that she was understandably upset when she learned it had been sent without her permission. But I don't think I could fairly or reasonably hold BUPA responsible for the actions of an entirely separate third-party. I'd also add that even if BUPA had required the provider to send through the clinic letter through a secure system (as Miss R has suggested), there's no indication that this would've prevented the provider from sending BUPA a copy of the clinic letter without her consent.

BUPA's final response to Miss R's complaint gives information about bodies who may be able to look into a complaint about the healthcare provider's actions. It's open to Miss R to make such a complaint to the appropriate bodies should she wish to do so.

The evidence I've seen indicates that once BUPA learned that Miss R hadn't consented to the letter being sent, it took steps to put things right and ensured no medical evidence would be opened without her agreement. I think this was a fair and appropriate step from BUPA in the circumstances.

Miss R is also unhappy with the nature of the text messages she received from BUPA. I can understand why she was confused by reference to an earlier conversation she'd had with it and a claim she'd made, when she had neither made a claim nor spoken to BUPA. It seems these texts were sent to Miss R to prompt her to call BUPA so it could obtain her consent to access her medical records. I don't think it was unfair though for BUPA not to disclose potentially personal medical or detailed information in its messages to Miss R. I think it reasonably wanted to ensure that any detailed information was shared only with Miss R. And I note that the texts did prompt Miss R to contact BUPA to query things and helped it to sort things out.

I understand from Miss R's submissions that the policy hasn't worked in the way she hoped it might. But BUPA has been covering Miss R under the policy since October 2023 and has been covering the risk of her making a claim during that period. So I don't think I can fairly or reasonably direct it to refund the premiums she's paid for her policy since BUPA issued its final complaint response.

Overall, while I can understand why Miss R is unhappy that BUPA was sent her personal medical information, I don't think I can fairly find that BUPA was responsible for this error.

And while I appreciate the text messages may have caused her some confusion, I don't think I could reasonably conclude that they caused her material distress and inconvenience. So I don't think there are any reasonable grounds upon which I could make an award of compensation. Therefore, despite my natural sympathy with Miss R's position, I'm not telling BUPA to do anything more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 4 September 2025.

Lisa Barham
Ombudsman