

The complaint

Mr S complains BUPA Insurance Limited (BUPA) has declined the claim he made under his private medical insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr S holds a private medical insurance policy with BUPA providing cover for both him and his son. Mr S's son has been diagnosed with Cerebral Palsy. In September 2023 Mr S's son underwent a surgical procedure called Selective Dorsal Rhizotomy (SDR). The physiotherapist supporting Mr S's son's recovery has said the surgery was to permanently reduce spasticity in the lower limb muscle groups. Mr S paid for this surgery. In September 2024 Mr S contacted BUPA as he was looking to claim for the surgery carried out.

Following investigation BUPA told Mr S it would be declining the claim. Mr S didn't think this was reasonable and so raised a complaint. He was also unhappy with the way the claim had been handled. He also said BUPA had previously paid for treatment relating to his son's Cerebral Palsy.

On 9 January 2025 BUPA issued Mr S with a final response to his complaint. It said:

- SDR is to treat muscle stiffness in children with Cerebral Palsy, and this is excluded under the general conditions of the policy relating to 'learning difficulties, behaviour and developmental problems' and 'chronic conditions'.
- The policy covers eligible treatment of unexpected acute symptoms of a chronic condition that flare-up and don't need prolonged treatment, but the treatment must lead quickly to a complete recovery, or quickly get the insured back to a previous state of health.
- It should not have authorised payment for a procedure Mr S's son had carried out in August 2024, but it wouldn't look to re-coup this from the hospital.
- It was satisfied it had communicated appropriately with Mr S and had handled the claim fairly.

Mr S referred his complaint to this Service.

Our investigator looked into things. She said she thought BUPA had fairly declined Mr S's claim in line with the terms of the policy.

Mr S didn't agree with our investigator. He provided a detailed response but in summary he said:

- He believes the claim has been declined on a technicality.

- SDR is the equivalent of orthopaedic surgery which the policy provides cover for. The surgery serves the same purpose in correcting an underlying condition and preventing further disability.
- Other insurers provide cover for SDR.
- The treatment is clinically endorsed and prevents the need for further surgery in the future.

As Mr S didn't agree with our investigator, the complaint has 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.

I want to acknowledge I've summarised Mr S's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr S and BUPA I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain BUPA shouldn't unreasonably reject a claim.

BUPA has said the treatment Mr S has claimed for is to reduce the muscle stiffness in children with Cerebral Palsy. It has sought to rely on two policy exclusions to decline Mr S's claim, one of which is:

'Exclusion 6 Chronic Conditions

We do not pay for treatment of chronic conditions. By this, we mean a disease, illness or injury which has at least one of the following characteristics:

- *It needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests*
- *It needs ongoing or long-term control or relief of symptoms*
- *It requires your rehabilitation or for you to be specially trained to cope with it*
- *It continues indefinitely*
- *It has no known cure*
- *It comes back or is likely to come back.*

Exception: We pay for eligible treatment arising out of a chronic condition, or for treatment of unexpected acute symptoms of a chronic condition that flare up. However, we only pay if the treatment is likely to lead quickly to a complete recovery or to you being restored fully to your previous state of health without you having to receive prolonged treatment. For example, we pay for treatment following a heart attack arising out of chronic heart disease.'

So, I've considered whether it was reasonable for BUPA to rely on this exclusion to decline

Mr S's claim.

No private medical insurance policy covers every situation, and an insurer is entitled to decide which level of risk it is willing to cover in return for the premium paid.

The medical evidence provided explains SDR was carried out to reduce muscle stiffness in the lower limb muscle groups. The physiotherapist treating Mr S's son has said the surgery should prevent further complications from untreated spasticity resulting from his diagnosis of Cerebral Palsy.

So, I think it's reasonable for BUPA to conclude the treatment Mr S has claimed for is ultimately treatment relating to his son's diagnosis of Cerebral Palsy. And I'm satisfied it was reasonable for BUPA to conclude this would fall under the policy definition of a chronic condition given it has no cure.

Mr S's policy does provide cover for treatment of unexpected acute symptoms of a chronic condition that flare up. However, this doesn't appear to be the case in Mr S's son's circumstances. The medical evidence provided suggests the treatment was aiming to improve functionality and allow Mr S's son to walk with an improved gait, not to treat an unexpected acute symptom of Cerebral Palsy that flare up.

So, based on the terms of Mr S's policy, I'm satisfied it was reasonable for BUPA to rely on the policy exclusion relating to chronic conditions to decline Mr S's claim.

I acknowledge Mr S's position that the treatment Mr S's son had carried out is clinically endorsed and will prevent the need for further treatment in the future. And I want to make clear I'm in no way suggesting the treatment wasn't appropriate for Mr S's son. However, treatment being medically appropriate doesn't automatically mean it's covered by the policy. And in the circumstances of Mr S's claim, I'm satisfied it was reasonable for BUPA to decline to cover the treatment claimed for.

Mr S has said he's aware other private medical insurers cover SDR treatment. This may well be the case, but I can only consider whether the treatment Mr S has claimed for is covered under the terms of the policy he holds with BUPA. I acknowledge Mr S believes the surgery his son has is the equivalent of orthopaedic surgery which is covered under the terms of the policy. But what I've considered is the specific circumstances of Mr S's claim and the specific treatment being claimed for.

Mr S has explained BUPA has covered other treatment in relation to his son's Cerebral Palsy. BUPA has said it has done this in error and isn't looking to re-coup any costs it has paid. I don't think the fact BUPA accepted another claim in error means it would be fair and reasonable for it to be required to pay for a claim which isn't covered under the terms of the policy. And I'm satisfied BUPA only paid for this treatment following Mr S's son's surgery in September 2023. So, I don't think it set an expectation for Mr S that his son's surgery would be covered before he proceeded with it. And ultimately Mr S has benefitted from this error by BUPA, so I don't require it to do anything further in relation to this.

As I think it was reasonable for BUPA to decline Mr S's claim for the reasons I've explained, it's not necessary for me to reach any conclusions around whether I think the claim is excluded under Exclusion 20, which BUPA also quoted.

I know this will be disappointing for Mr S but for the reasons I've explained, I don't require BUPA to do anything further in relation to his complaint.

My final decision

For the reasons I've outlined above, I don't uphold Mr S's complaint about BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 November 2025.

Andrew Clarke
Ombudsman