DRN-5737228

The complaint

Mr P has complained that BUPA Insurance Limited didn't meet a claim under his medical insurance policy in full.

What happened

The background to this complaint is well known to the parties. In summary Mr P disputes an invoice for £2750.56 dated 29 August 2024. The invoice was for tests on 14 June 2024. On 10 July 2024 Mr P spoke to a BUPA adviser on the phone. He says that he was told he had £1000 of his £1500 outpatient allowance left. Mr P feels that the untimely billing caused him to continue with private treatment when he could have opted to switch to the NHS.

When BUPA didn't uphold his complaint Mr P referred it to this service.

Our investigator didn't find that BUPA had done anything wrong.

Mr P appealed.

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'd like to reassure Mr P that whilst I've summarised the background to this complaint, I've carefully considered all the submissions he has made. In this decision though I haven't commented on each point rather I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

When determining complaints, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether BUPA acted in line with these requirements when settling Mr P's claim. Having done so, and although I'm sorry to disappoint Mr P, I agree with the conclusion reached by our investigator. I'll explain why.

Mr P had two calls with BUPA advisers, which I've listened to. On 10 June 2024 he was reminded that the fees for pre-authorised tests and consultations would come out if his £1500 outpatient allowance and that would come out of this allowance. He was advised to keep an eye on the limit as anything over the allowance would shortfall to himself. He said he would do so. He was also advised about the application of the excess and the start date of the new policy year. On 10 July 2024 Mr P called for further authorisation and during that call he was told he had £1034.12 left of his allowance.

I don't find that the information given by BUPA was incorrect – it was based on the invoices BUPA had settled at that date, these totalled £465.88. The largest invoice which was for treatment received on 14 June 2024 wasn't received until 29 August 2024.

I understand that Mr P was concerned that the invoice was late and reached out to the

provider to find out why this was. The provider said it was delayed in billing Mr P in a timely fashion *"due to at the time of original charges being billed were not in our agreement with BUPA, so we had to rebill in August once these rates were implemented."* Mr P concluded from this that the delay was caused by BUPA. However I am not persuaded by the evidence or representations that this was so. There is nothing before me to show that BUPA failed to settle the invoices in a timely way or that it was aware that invoices were outstanding on 10 July. Although Mr P has received copies of invoices dates 17 and 18 June, BUPA has advised that it receives invoices through its online portal. It has evidenced that it received the invoices later.

I can appreciate why Mr P feels aggrieved. But his policy provides:

When you receive private medical treatment you have a contract with the providers of your treatment. You are responsible for the costs of having private treatment. However, we pay the costs that are covered under your policy. If your treatment isn't covered under your policy, you'll be responsible for paying the costs of that treatment to your treatment provider.

As BUPA did cover the costs it was obliged to cover in the policy year, and as I find it didn't delay in doing so or otherwise misled Mr P, I don't require it to take any further action.

I'm sorry that my decision doesn't bring Mr P welcome news.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 October 2025.

Lindsey Woloski
Ombudsman