

## The complaint

Mr B complains, on behalf of Miss B, that Bupa Insurance Limited stopped paying a claim under a private health insurance policy.

## What happened

Miss B is covered by a private health insurance policy which is provided by Bupa. Mr B has represented Miss B throughout the claims process as well as the complaint.

Miss B was diagnosed with autism in 2024. Mr B is unhappy that Bupa hasn't fully paid a claim for treatment with a Speech and Language Therapist for Miss B. He says this was to improve Miss B's social and emotional mental health, and her ability to self-regulate her emotions after numerous extreme emotional breakdowns at school.

Bupa stopped paying for the treatment on 21 May 2024. Mr B is unhappy that it did so in the middle of Miss B's treatment. Mr B says Bupa should cover the costs of the treatment until the end of the school term which has left Mr B £340 out of pocket.

Bupa said the claim wasn't covered going forward for several reasons:

- The policy excludes treatment for speech disorders, and it says this is the treatment provided by a Speech and Language therapist.
- Mental health benefit is only paid when treatment is provided by a qualified psychiatrist, psychologist or psychotherapist.
- Developmental problems treated in an educational environment or to support educational development is excluded under the policy terms.

But due to inconsistencies in claim payments and the resulting confusion caused, Bupa agreed to pay for any treatment Miss B had received up until the point it clarified why the treatment wasn't covered going forward. This was on 21 May 2024. Bupa also paid £250 for the distress and inconvenience caused.

Mr B says Miss B doesn't have a speech disorder, and the policy covers mental health treatment. Mr B says the treatment with the Speech and Language Therapist was to improve Miss B's social skills and emotional regulation and should be covered by the policy. So, unhappy with Bupa's position, Mr B brought a complaint to this Service.

One of our investigators reviewed the complaint. Having done so, she didn't think Bupa had acted unfairly or unreasonably when it declined the claim, for the reasons it did. And she thought Bupa had been clear about when it would stop paying the claim. The investigator thought Bupa had acted fairly and reasonably by paying the claims up until 21 May 2024 and by paying compensation for the distress and inconvenience caused for how it handled the claim.

Mr B didn't agree with the investigator's findings. In short, he said that Miss B required therapy to help her develop her social skills which were one of the root causes of her social, emotional and mental health needs. And Speech and Language Therapists are trained to provide treatment for these needs. Mr B also doesn't think Bupa has acted fairly as it has previously paid for this treatment without issues, and there haven't been any changes to policy terms.

As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision in July 2025. Here's what I said:

*"Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Miss B's complaint.*

*Firstly, it's for Mr B (on behalf of Miss B) to show she has a valid claim under the policy. Once he has done so, the onus is on Bupa to show an exclusion applies, where applicable.*

*There are two relevant policy terms for what the policy covers:*

- Costs for treatment by therapists, complementary medicine practitioners and qualified nurses.*
- Consultant's fees, psychologists' and psychotherapists' fees for mental health treatment.*

*The treatment Miss B received was provided by a Speech and Language therapist, and the policy covers treatment by therapists. So, I'm satisfied Mr B has shown Miss B has a valid claim, unless an exclusion applies. I'll address the exclusions later.*

*Mr B has referred to the policy covering mental health treatment. He says Miss B's claim should be paid under this cover, which is the second bullet point above. However, the policy only covers this treatment when provided by a consultant, psychologist or a psychotherapist. I've looked at the policy definition of a consultant, which says the following:*

*"A surgeon, anaesthetist or specialist who:*

- is legally qualified to practice medicine or surgery following attendance at a recognised medical school, and*
- is recognised by the relevant authorities in the country in which the treatment takes place as having specialised qualifications in the field of, or expertise in, the treatment of the disease, illness or injury being treated.*

*By recognised medical school we mean a medical school which is listed in the World Directory of Medical Schools, as published from time to time by the World Health Organisation."*

*As far as I understand, a Speech and Language Therapist isn't a specialist who is legally qualified to practice medicine and has attended medical school, and they aren't psychologists or psychotherapists. So, I don't think Mr B has shown that Miss B's claim is eligible under the mental health cover. This is because the treatment isn't provided by a medical professional specified by the policy terms.*

*But as I explained above, general treatment by therapists is covered. So, I've then considered the exclusions Bupa has relied on.*

Bupa says treatment for “speech disorders” is excluded under the policy. The exclusion says the following:

*“Treatment for speech disorders, including stammering or speech developmental delays, unless all of the following apply:*

- *the treatment is short term therapy which is medically necessary as part of active treatment for an acute condition such as a stroke,*
- *the speech therapy takes place during and/or immediately following the treatment for the acute condition, and*
- *the speech therapy is recommended by the consultant in charge of your treatment, and is provided by a therapist*

*in which case we may pay at our discretion.”*

*Bupa says that as the treatment is provided by a Speech and Language Therapist, the above exclusion applies. But I don't think this is a fair interpretation of the above exclusion. It doesn't exclude treatment provided by a Speech and Language Therapist. Rather, it excludes treatment for speech disorders unless certain circumstances apply. I haven't seen persuasive evidence to show that Miss B had a speech disorder, or that she was receiving treatment for one.*

*In fact, the Speech and Language report from June 2023 specifically said that Miss B didn't present with “overt language difficulties during the assessment” and she didn't present with “communication difficulties of clinical significance”. Instead, the report concluded that Miss B had difficulties in areas of social communication, social cognition and emotional regulation. So, I can't see that Miss B had a speech disorder.*

*Based on what I've seen so far, I don't think Bupa has fairly relied on the exclusion for “speech disorders”. But it says an exclusion for “developmental problems” also applies in the circumstances. This says the following:*

*“Treatment for, or related to developmental problems, including:*

- *learning difficulties, such as dyslexia*
- *developmental problems treated in an educational environment or to support educational development”*

*Bupa says autism is assessed as a developmental problem under the policy terms. Having looked at information online, there are several sources that refer to autism being a developmental condition, including the NHS. And Bupa says the treatment plan for Miss B indicates that the treatment is to support her educational development.*

*I've reviewed the treatment plan, and the report focuses on “educational outcomes sought for the child”. These include subheadings for communication and interaction, as well as for social, emotional and mental health. And the summary and recommendations section of the report concludes the following:*

*“[Miss B] should receive ongoing therapy and a high level of social, emotional and mental health support which will not only enable her to continue to make expected progress with the national curriculum, but most importantly, to thrive in her educational setting.”*

*So, based on the evidence I've seen, I think Bupa has acted fairly and reasonably by relying on the above exclusion. This is because the treatment plan focuses on educational outcomes for Miss B, so treatment appears to be to support educational development. And this is excluded under the policy.*

*Mr B has said that the report was done for an application to help the council understand what was required to support Miss B's needs. But this doesn't change the fact that the evidence Bupa had showed the treatment was to support educational development. If Mr B has further evidence to show that this is not what the treatment was for, he can send this to Bupa and ask it to reconsider the claim in light of this new evidence.*

*Mr B has also said that Bupa previously paid for the treatment, but it stopped paying without any changes in the policy terms. Bupa says it paid the claims by mistake. But I can also see that there was one key change in the circumstances: Miss B was formally diagnosed with autism in early 2024, which meant that the exclusion for developmental problems applied.*

*I appreciate how frustrating it must have been for Bupa to stop paying for treatment when Miss B had already started it. But I can see that Bupa let Mr B know about the exclusion for "developmental problems" already in April 2023. It also asked for a report confirming Miss B's diagnosis. And Mr B didn't ask for a pre-authorisation for the treatment that's in dispute.*

*So, taking everything into account, I don't think I could fairly ask Bupa to pay for Miss B's remaining treatment. This wasn't covered by the policy terms, and I think Bupa acted fairly and reasonably by paying for the claims up until 21 May 2024, as well as by paying £250 in compensation for the distress and inconvenience caused.*

*I'm sorry to disappoint Mr B, but based on what I've seen, I don't currently think there's anything else Bupa needs to do, to put things right.*

Bupa didn't respond to my provisional decision. Mr B disagreed with my decision, and I've summarised his key points below:

- It's not fair or reasonable to consider the treatment Miss B received to fall within the "educational development" exclusion. Miss B receives the treatment outside of school in a clinic, and she needs help with social communication and emotional regulation both at school and elsewhere. Any therapy Miss B receives benefits her to function in life, and not just at school.
- Bupa previously confirmed autism didn't fall within the policy exclusion for "developmental problems". It also confirmed occupational therapy was covered if it wasn't primarily to support educational environment. So, it's inconsistent for Bupa to apply this exclusion to the treatment Miss B received from a Speech and Language Therapist. And it's confusing for a customer when Bupa first pays for treatment but then stops.
- The report which referred to "educational outcomes sought" simply reflects that specific report's format and its purpose. But the intent of the therapy wasn't to support academic achievement, it was to help Miss B function in everyday life by helping her manage emotions and build functional social skills.
- Mr B is not seeking further treatment for Miss B that she needs, due to all the issues encountered with Bupa. So, he says Bupa's stance has severe personal consequences.

I'm satisfied both parties have now had the opportunity to review my provisional decision, and the deadline to provide any further information has now passed. So, I'm issuing my final decision.

### **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.

The points Mr B has made are not fundamentally new, or ones that I hadn't considered when reaching my provisional decision. I can see that Bupa told Mr B that treatment for autism wasn't excluded under the policy, unless the treatment was in an educational environment or to support educational development. This is consistent with the position Bupa has taken now.

For clarity, I haven't considered Bupa's reasons for covering Miss B's occupational therapy. I've only considered its decision to stop paying for her treatment with a Speech and Language Therapist.

When considering if Bupa has fairly applied the exclusion in the circumstances here, I think the most persuasive evidence for what the Speech and Language therapy was for is the report that was prepared specifically for this purpose. I appreciate Mr B's comments about the report, and how the treatment benefitted Miss B beyond school. But I think it was fair for Bupa to rely on this report, as it provided the treatment plan that Bupa was asked to cover.

In addition to what I said in my provisional decision, I note that the report also makes the following observations in the summary and recommendations section:

*"[Miss B] has been having significant difficulty in fully accessing school life due to her special needs."*

*"[Miss B] will require the level of support outlined in [the plan] to manage the school environment."*

So, I think these further support the findings I reached in my provisional decision, and I think Bupa acted fairly and reasonably when it considered the treatment appeared to support educational development.

As I explained in my provisional decision, if Mr B has further evidence to show the treatment wasn't to support educational development, he can send this to Bupa and ask it to reconsider the claim in light of this. But based on the evidence I've seen, I'm satisfied Bupa has fairly relied on the exclusion for "development problems" when it stopped paying for the Speech and Language therapy.

I agree that it would have been confusing when Bupa stopped paying for the treatment. But for the reasons I explained in my provisional decision, I think what Bupa did to put things right was fair and reasonable in the circumstances of this complaint.

Overall, the comments Mr B has made don't change my provisional findings. I'm sorry to disappoint Mr B, but for the reasons I've explained above and in my provisional decision, I don't think there's anything else Bupa needs to do, to put things right.

**My final decision**

My final decision is that I don't uphold Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 18 September 2025.

Renja Anderson  
**Ombudsman**