

## The complaint

Mr K complains because BUPA Insurance Limited trading as Bupa (British United Provident Association) hasn't paid his claim under a private medical insurance policy.

## What happened

Mr K and his children are insured under a private medical insurance policy, provided by BUPA. One of Mr K's children needed Autism Spectrum Disorder ('ASD') and Attention Deficit Hyperactivity Disorder ('ADHD') assessments. BUPA declined the claim because it said the policy didn't cover treatment for learning difficulties, behavioural or developmental conditions, and that the definition of 'treatment' included diagnostic tests.

Unhappy, Mr K complained to BUPA and then to our service. Mr K says the assessments, which he has since funded himself, should be covered as diagnostic tests under the 'mental health' section of cover.

One of our Investigators looked into what had happened and said he thought BUPA hadn't acted fairly or reasonably in the circumstances by declining Mr K's claim. So, he recommended for BUPA to pay the claim, together with interest and £150 compensation for the distress and inconvenience caused. Mr K agreed with our Investigator's opinion, but BUPA didn't, so the matter was referred to me to make a decision as the final stage in our process.

I made my provisional decision about Mr K's complaint in October 2025. In it, I said:

*'I anticipate Mr K will be unhappy with my provisional findings and I'm sorry to disappoint him, but I must reach an independent and impartial outcome which is fair and reasonable for both parties to the complaint. I don't agree with our Investigator's opinion, and I'll explain why.'*

*Industry rules set out by the regulator say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, as well as other relevant industry principles, into account when making this provisional decision.*

*An insurer is reasonably entitled to decide what level of risk it is prepared to accept in return for the payment of a premium. So, it's for an insurer to decide the limits of the cover available as a matter of its commercial judgment, as long as customers in the same situation are being treated in the same way. I've carefully considered the Consultant Psychiatrist's report and it's not in dispute that these assessments were recommended for Mr K's child, but this doesn't automatically mean it would be fair and reasonable for BUPA to accept the claim.*

*The policy terms are clear that treatment for learning difficulties, behavioural and development conditions aren't covered, and the policy definition of 'treatment' includes diagnostic tests. The policy doesn't define what is meant by 'learning difficulties, behavioural and development conditions', but ASD and ADHD are specifically mentioned within the relevant policy exclusion. This policy does cover diagnostic tests for mental health*

*conditions. The policy doesn't list specific mental health conditions which are covered but defines the phrase as 'an illness or condition which a reasonable medical authority considers to be a mental health condition (for example anxiety or depression).'*

*It wouldn't be possible or practical for a private medical insurance policy to comprehensively list every situation which isn't covered, but I'm satisfied it's clear from the policy terms that BUPA considers ASD and ADHD to be learning difficulties, behavioural and development conditions, and not mental health conditions. I'm satisfied the policy terms are also clear that diagnostic tests for such conditions aren't covered.*

*BUPA says its classification of ASD and ADHD is based on National Institute for Care and Excellence ('NICE') and NHS guidelines. This isn't unfair or unreasonable and I'm satisfied, based on the information I've seen, that BUPA would apply the same criteria to other policyholders in the same situation. While assessments relating to ASD and ADHD may have been covered in certain limited circumstances previously, this doesn't mean BUPA is required to continue to offer this cover if it no longer wishes to do so.*

*I wish Mr K and his family well for the future, but I don't think BUPA acted unfairly or unreasonably by declining his claim, so I don't intend to direct BUPA to do anything more.'*

BUPA didn't respond to my provisional decision. Mr K didn't agree with my provisional findings and, in summary, said:

- the central issue is the purpose of the assessments, which were an integral part of a wider mental health treatment plan to discover a causal link between suspected neurodiversity and a covered mental health condition;
- any ambiguity in the policy terms should be interpreted in Mr K's favour;
- NICE and NHS guidelines are of no relevance to whether this claim is covered under the explicit policy wording.

### **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.

While I've only set out a summary of Mr K's response to my provisional decision, I've carefully thought about everything he has said. I'm sorry to disappoint him, but I don't agree with the submissions he has made. I'm not bound to follow our Investigator's findings, which I don't think were fair or reasonable in the circumstances.

This policy doesn't cover diagnostic tests for learning difficulties, behavioural and development conditions such as ASD and ADHD regardless of the reason why these tests might be considered necessary. I don't think the policy wording is unclear in this regard, and I don't think there is any ambiguity in either the terms and conditions or in what I consider to be the purpose and intention of the policy coverage. I mentioned BUPA's consideration of NICE and NHS guidelines by way of explanation as to why BUPA has taken the stance it has, and as a factor in determining that I think BUPA has treated Mr K in the same way as it would have treated other insured persons in the same circumstances. I don't think it's necessary for BUPA to incorporate these guidelines into the policy terms and conditions, and I don't think Mr K's claim is covered under the policy wording of the contract he is insured under.

For these reasons, as well as those set out in my provisional decision, I won't be directing BUPA to do anything further.

**My final decision**

My final decision is that I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 8 December 2025.

Leah Nagle  
**Ombudsman**