

## **The complaint**

Mr G is unhappy with how BUPA Insurance Limited (BUPA) handled his claim under his private medical insurance policy. He says as a result of the delays caused, he has suffered financially and emotionally.

## **What happened**

Mr G is a member of his employer's private medical insurance policy, which is underwritten by BUPA.

The policy year ran from 1 September 2023 to 31 August 2024 and then from 1 September 2024 to 31 August 2025.

In July 2024, Mr G called BUPA to request authorisation for an autism spectrum disorder (ASD) assessment under the outpatient benefit on his policy.

Mr G was informed that his outpatient limit had been used for the policy year 2023/2024. BUPA explained the process to Mr G. It said once the policy had renewed again on 1 September 2024, neurodiversity assessments wouldn't be covered on the policy. Mr G was also told that if he obtained his referral letter as per the call in July 2024, he was on the pathway, so the assessment would be authorised even if that was after the policy renewed on 1 September 2024. So, Mr G started contacting specialists.

During July 2024, Mr G had contact with BUPA where he was provided with a list of psychiatrists that he could contact and arrange an assessment ready for the renewal in September 2024. BUPA informed Mr G that the likely cost of an assessment would be around £3,000 to £4,000 and that he would have to pay the cost for anything above the £1,000 outpatient limit.

Mr G called BUPA in September 2024 requesting authorisation for an assessment following the conversation he had in July 2024. BUPA said there was no cover for this.

Unhappy, Mr G made a complaint. BUPA responded in November 2024 and said it had incorrectly informed Mr G that there was no cover for the assessment. But as he was already on the pathway to getting a diagnosis prior to the renewal in September 2024, he had cover for the assessment. It apologised and offered Mr G £100 compensation for this error. BUPA also said it would still honour the initial consultation and assessment, which was subject to the £1,000 out-patient allowance and any cost above this limit would have to be paid for by Mr G.

Mr G brought his complaint to this service. BUPA increased its offer of compensation to £1,600 total at this point. Mr G didn't accept the increased offer. So, our investigator reviewed everything. She thought the offer of £1,600 was fair and reasonable in the circumstances of the complaint.

Mr G disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

Mr G said he was proactively pursuing an autism spectrum disorder (ASD) assessment to support his professional wellbeing and to enable reasonable adjustments during a period of organisational change. BUPA had initially authorised the assessment, which Mr G relied on in good faith. However, BUPA's subsequent retraction caused a delay of several critical months during which no formal diagnosis could be shared with his employer. Despite repeated attempts to resolve the matter informally and within the scope of the policy, the delay resulted in significant emotional distress and disrupted a sensitive process at a crucial time.

Mr G explained that during this same period, his employer initiated a senior-level reorganisation. Due to the absence of a completed assessment and corresponding workplace support, he was excluded from key strategic discussions and ultimately not considered for a leadership role for which he was qualified. He says was demoted and missed out on a promotional opportunity that would have increased his salary significantly. This had longer term consequences for his career progression. Mr G says he is requesting BUPA to provide full financial restitution to the sum of £50,000 to 105,000 reflecting the financial loss and emotional toll he has experienced.

### **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.

At the outset, I want to acknowledge that this whole situation has had an impact on Mr G. I'm sorry for this.

The above is intended to provide just a summary of the situation. I fully appreciate Mr G's strength of feeling on the matter, and I want to reassure him that I've seen and considered the detailed submissions he has provided about his complaint. But it is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr G. Rather it reflects the informal nature of our service, its remit, and my role in it.

Mr G says BUPA disrupted access to a diagnosis and adjustments being offered by his employer. This happened at a critical time in his employment and BUPA failed to provide a resolution proportionate to the impact of the error. He doesn't think £1,600 fairly reflects the impact that the error caused.

In response to our investigator's findings, Mr G provided his comments about the compensation amount offered by BUPA being an insufficient amount and why he believes a more significant amount is fair for what happened. It's not in dispute here that BUPA made an error in providing incorrect information about the assessment being covered on Mr G's policy. And having considered everything, I'm satisfied that BUPA failed in its communication to Mr G. The matter at hand therefore is what would be an appropriate level of compensation.

Mr G says had he received the formal diagnosis; he would have at the very least been able to provide this to his employer. And this would have been taken into account when the restructure took place. I acknowledge Mr G's comments and do understand why he says this. But I have to make a decision based on the evidence that's available. I don't doubt that the employer would have been able to take account of the formal diagnosis, but it doesn't necessarily follow that Mr G would have been given the senior role on the basis of the assessment. I say this because it's not clear in any of the evidence that is what would have

happened. I think Mr G's request for significantly more compensation is based on speculation. I'm not persuaded that the absence of a formal diagnosis is the reason he was unable to secure the senior role. Mr G has provided information to show that had he received the formal diagnosis, he would have been able to discuss this with his employer and subsequently it would have understood the nature of the condition. And that would have made a difference as the employer would have considered him for the senior position. I've considered Mr G's comments carefully but, on balance, I can't say with certainty this is what would have exactly happened. I can't therefore make BUPA entirely responsible for the potential loss Mr G says he's suffered – both financially and emotionally.

I note that BUPA informed Mr G that he could go ahead with the assessment subject to the remaining policy terms and conditions. But I can't see that Mr G has since arranged this. I've seen notes that the additional amount he would have had to pay for the assessment would have been too costly for him. For Mr G, the time between September 2024 and November 2024 seems to be the key period and as I've said above, I agree that BUPA did make an error. Whilst BUPA should have informed Mr G earlier than November 2024 that the assessment had been authorised, from the information available, it also wasn't aware that Mr G was going through the restructure at work and required the assessment in that context. And when Mr G raised the complaint, BUPA had to first investigate what had happened so it's not unreasonable for BUPA to have provided its response in November 2024.

I understand the emotional distress this situation has caused to Mr G, and the fact that this was more elevated due to his condition. He says he spent several personal hours identifying and contacting specialists. Mr G also says he managed this process without support while working full time. But I don't think this is unusual in such situations. The insurer would provide a list of specialists and it's for the policyholder to decide which one is most suitable for them to go ahead with, in their own time. This is part of the process when making a claim.

I have a great deal of sympathy for the situation Mr G has found himself in. And I can understand why he believes he should receive a more significant amount for the trouble and upset he has incurred. However, as an alternative dispute resolution service, our awards are lower than he might expect and probably less than a court might award.

Taking everything into account, I don't agree the error amounts to the substantial amount of compensation that Mr G has requested. I think BUPA dealt with the complaint, accepted the error and offered compensation. I think it could have dealt with this better by providing the increased level of compensation when it first considered Mr G's complaint rather than later in the process. Overall, I'm satisfied that £1,600 total compensation is fair and reasonable in the circumstances of this complaint.

If Mr G now wishes to accept this amount, he should contact BUPA directly. I don't think BUPA needs to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr G's complaint about BUPA Insurance Limited.

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

Nimisha Radia  
**Ombudsman**