

The complaint

Mr S is unhappy with the way BUPA Insurance Limited has handled a claim for overseas emergency treatment under a group private medical insurance policy he benefits from ('the policy'). That includes its decision to only pay part of the claim made in connection with medical treatment abroad.

What happened

Mr S was abroad when he was diagnosed with bladder cancer which required urgent medical treatment. This included him being administered immunotherapy medication once a week for six weeks.

Mr S notified BUPA and then claimed for the medical expenses he incurred whilst abroad (more than £1,700 in total). BUPA assessed the claim and ultimately, paid around £345.

Mr S wasn't happy and BUPA looked into his concerns. By way of its final response dated April 2025, BUPA explained the basis on which the claim was settled. It maintained that it had acted fairly and in line with the policy terms although it did identify that it had mistakenly underpaid him by a small amount based on the way it had assessed the claim. It said that the outstanding balance would now be paid to him.

BUPA also accepted that it had provided poor customer service and that his claim should've been settled much sooner. It apologised and said £200 would be paid to him as compensation to reflect the impact of its errors.

Mr S brought a complaint to the Financial Ombudsman Service, which our investigator considered. She upheld the complaint and recommended BUPA increase compensation by a further £200 (so, £400 in total), to further investigate the type of appointment during which the weekly immunology medication was administered to Mr S abroad and then reassess the claim for medication costs in light of this.

BUPA didn't reply. Mr S requested an ombudsman's decision. He said he remained out of pocket by a significant sum, including for the cost of the six doses of immunotherapy (over £700) and its administration over six weeks. He also felt that the compensation amount didn't fairly reflect the distress and emotional impact BUPA's errors had on him.

So, this complaint has been passed to me to consider everything afresh 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.

BUPA has a regulatory obligation to handle insurance claims fairly and promptly. And BUPA must not unreasonably decline a claim.

Declining the claim for medication costs

The crux of the issue for me to decide is whether BUPA has acted fairly and reasonably by not covering the costs related to six doses of immunotherapy medication administered to Mr S. Based on what I've seen, I'm not persuaded that it has. I'll explain why.

Subject to its remaining terms, the policy does provide cover for overseas emergency treatment. But cover is limited. The policy says there's no cover if the treatment needed is outpatient drugs and dressings.

The policy does also provide for cancer cover and that can include cover for outpatient cancer drugs but only at a recognised facility, and specifically for planning and providing outpatient treatment for cancer.

'Recognised facility' is specifically defined under the policy terms, and I'm satisfied that the facility which treated Mr S abroad isn't on BUPA's list of recognised facilities. As such, I'm satisfied that there's no cover under the for outpatient drugs and dressings in connection with overseas emergency treatment Mr S required.

However, as confirmed by the schedule of insurance, the policy does provide up to £200 each day for day-patient treatment and up to £200 each night for inpatient treatment.

BUPA has told the Financial Ombudsman Service that the immunotherapy medication administered to Mr S over six weekly sessions were classed as outpatient drugs due to the lack of correlating inpatient invoices from the same day the six units of medication were purchased.

The invoices I've seen reflect that on 16 January 2025 six units of the immunotherapy drug were brought.

I've also seen that there are invoices dated 17, 22 and 29 January 2025 and 5, 12 and 17 February 2025 from the urology department of a medical facility showing that the following items were charged:

- day bed charge
- bladder catheterisation procedure
- intracavitary chemotherapy or immunotherapy

So, based on the information provided, I'm persuaded on the balance of probabilities that the six units of immunotherapy medication purchased on 16 January 2025 were used and administered at each of the six appointments set out above, attended by Mr S.

From what I've seen, I'm not persuaded that BUPA has taken that into account when considering whether the immunotherapy drugs were for brought to be administered at each of those appointments, in line with the medical recommendations at the time.

I'm satisfied that BUPA should reassess the claim in connection with the costs of the six units of immunotherapy medication (and the associated appointments for this medication to be administered over six weeks) under the terms of the policy.

That includes deciding whether the cost should be covered under the policy terms taking into account whether it amounted to inpatient treatment or day-patient treatment, as defined by the policy terms. Or whether the claim for these items should remain declined for being drugs administered as an outpatient.

When reassessing the claim in this respect, it may assist BUPA to obtain official translations of all medical invoices and medical reports. However, I make no direction to this effect. If Mr S is unhappy with BUPA's reassessment once completed and outcome communicated to him, he would be free to raise his concerns with BUPA in the first instance.

Having considered the way in which BUPA has assessed the remaining elements of the claim, as set out in its final response, I'm satisfied that BUPA has acted fairly and reasonably. That includes deducting two excess payments (£200 each policy year) as the costs claimed straddle two policy years and taking into account the daily/nightly financial limits of the policy relating to inpatient / day-patient treatment.

The way the claim was handled

BUPA accepts that it should've handled the claim better and that it caused unreasonably delays.

As accepted by BUPA in its final response, on its own case, it also had slightly underpaid the claim. Further, based on the timeline provided by BUPA, I can see that Mr S chased for updates several times and I've seen nothing to suggest that he was provided with a timeframe as to whether his claim would be assessed or an outcome given. If he had been, it's likely that this would've prevented some of his worries and would've avoided the unnecessary trouble of chasing BUPA at a time when he was vulnerable.

I also think it would've been confusing for Mr S to be told that he'd be receiving payment, but to only then receive a small proportion of the claimed amount, seemingly without a detailed explanation or breakdown of the amount being paid. This reasonably led Mr S to question the payment made, causing further unnecessary inconvenience.

For reasons set out above, I'm also satisfied that BUPA didn't fairly assess the medication costs based on the available information – which was a significant sum. This would've been frustrating, and Mr S will need to wait longer for this aspect of his claim to be reassessed. Although, that part of his claim may still end up being declined, I accept the delayed process is frustrating.

I don't think the £200 BUPA has offered fairly reflects the impact its errors had on him. I think total compensation in the sum of £400 more fairly reflects the distress and inconvenience he experienced.

Putting things right

I direct BUPA to pay Mr S £400 total compensation for distress and inconvenience (it can deduct the £200 it's offered, if payment has already been paid which I understand it has).

Within 28 days from the date on which the Financial Ombudsman Service notifies BUPA that Mr S accepts this final decision, I also direct BUPA to reassess the claim for costs associated to the immunotherapy medication and administration of that medication.

My final decision

I uphold this complaint to the extent set out above and direct BUPA Insurance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 February 2026.

David Curtis-Johnson
Ombudsman