

The complaint

Mr M has complained that he was never told by BUPA Insurance Limited that he wasn't covered for diabetes.

What happened

Mr M had a private medical insurance policy, underwritten by BUPA. He says he didn't know he wasn't covered for his diabetes and when he found out, he cancelled his policy and asked BUPA to return his premiums.

Mr M complained to BUPA and unhappy with its response, referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think BUPA had done anything wrong. Mr M disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me for a 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.

- Having done so, I don't think this complaint should be upheld. I'll explain why.
- The background to this matter has been set out in quite some detail by the investigator. And I have carefully considered everything both parties have said even if I don't explicitly address every point in my decision. I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.
- The starting point is the policy terms and conditions which make up the contract of insurance between Mr M and BUPA. The policy terms have been set out in detail by the investigator. In summary, they say BUPA does not pay for treatment of chronic conditions. There is an exception for treatment of acute symptoms of a chronic condition that flare-up.
- Mr M says he was never told he wasn't covered for diabetes and so he would like a refund of premiums. He has since cancelled his policy.
- The policy terms are clear that BUPA won't pay for treatment of chronic conditions (with an exception as set out above) and they also clearly explain what a chronic condition is (it needs ongoing monitoring, ongoing or long term control or relief of symptoms, continues indefinitely, doesn't have a known cure and comes back or is likely to come back).
- Mr M says BUPA was aware of his diabetes but never told him that it wouldn't be covered. As Mr M has a policy which provides private medical insurance for any

eligible condition, I can't say BUPA should have done anything differently as the policy terms are very clear about chronic conditions. Mr M says other insurers told him he should stay with BUPA to cover his diabetes but I can't hold BUPA responsible for anything he was advised by third parties.

- Mr M would like BUPA to return his premiums from when he made it aware that his wife would be finding another insurer due to the cost of premiums as a result of his diabetes. There is no evidence BUPA ever told Mr M that his diabetes would be covered so I can't fairly ask it to return premiums. BUPA has been on risk for any eligible claims and is therefore entitled to charge for taking that risk.
- Mr M also says his schedule doesn't include any special conditions but as chronic conditions are generally excluded, it wouldn't need to be added to the special conditions. I would expect this might be included as a special condition if Mr M made any related claims but his claims history doesn't show any diabetes related claims in recent years. In any case, the exclusion is clear so I don't think BUPA needed to do anything more.
- I understand Mr M will be disappointed with my decision and that he doesn't feel that he has been treated fairly. But I don't think BUPA has done anything wrong as the policy terms are clear and so I can't fairly ask it to refund Mr M's premiums.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 February 2026.

Shamaila Hussain
Ombudsman