

## The complaint

Miss C complains that BUPA Insurance Limited declined to continue to cover a claim under her private medical insurance policy. She also complained about the service she had received.

## What happened

The background to this complaint is well known to the parties, so I won't set out all the details here. In summary Miss C has private medical insurance underwritten by BUPA. She made a claim for surgery on her anterior cruciate ligament (ACL) with a hamstring graft in May 2023. Following the surgery Miss C required physiotherapy and had 34 sessions.

In September 2024 BUPA declined to cover further sessions. It said although it didn't question the requirement for further sessions, these were to manage the current condition. BUPA said that as the policy didn't cover monitoring or maintenance, further sessions weren't covered. It said that the treatment was no longer acute and therefore it deemed it to meet the policy's chronic definition.

BUPA recognised that Miss C had been promised a call back which she didn't receive and offered £50 compensation for poor service.

Unhappy, Miss C referred her complaint here. The investigator didn't recommend that it be upheld. They didn't conclude that further physiotherapy treatment was covered by the policy.

Miss C appealed. I issued a provisional decision saying as follows:

*I'd like to reassure Miss C that whilst I've summarised the background to this complaint, I've carefully considered all the submissions the parties have made. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.*

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the contract terms, regulatory rules and the available evidence to decide whether I think BUPA treated Miss C fairly. Having done so, as I said above, I'm not minded to uphold this complaint. I will explain why.*

*Miss C's policy, like other policies of this type, doesn't cover chronic conditions. These are conditions with one or more of the following characteristics:*

- *It needs on-going or long term monitoring through consultations, examinations, check-ups and/or tests.*
- *It needs on-going or long-term control or relief of symptoms.*
- *It has no known cure.*

- *It comes back or is likely to come back.*
- *It continues indefinitely.*
- *It requires rehabilitation or special training to cope with the condition.*

*BUPA declined Miss C's claim for further physiotherapy sessions in September 2024. It didn't consider that further sessions were eligible under the policy. As Miss C had had 34 sessions over 16 months it felt that the condition was out of the acute phase of treatment.*

*Reports in July and September 2024 showed that the range of motion was considered to be full, with mild pain experienced post exercise. I understand that BUPA advised Miss C on 6 August 2024 that it would fund two further sessions. When BUPA received the next report in September 2024 it advised Miss C that it wouldn't fund further sessions.*

*By November 2024 Miss C's physiotherapist wrote that she had made a full recovery but suggested that the sessions be covered as "we were rehabbing the hamstring deficit induced from the operation". I don't find it was unreasonable for BUPA to conclude that the condition was then chronic - requiring rehabilitation.*

*By this time, November 2024, I'm satisfied that Miss C's condition was out of the acute phase. The policy defines acute condition as: A disease, illness or injury that is likely to respond quickly to treatment which aims to return the claimant to the state of health they were in immediately before suffering the disease, illness or injury, or which leads to a full recovery.*

*I make this finding as full recovery had been reached. This being so I don't find that BUPA was obliged to fund further treatment. I note that Miss C funded two physiotherapy sessions herself on 21 November 2024 and 13 February 2025. I do understand why she might have wished to continue physiotherapy. But as these sessions were at the time of, and after, full recovery I don't find that they were covered by Miss C's policy or that it would otherwise be fair for me to require BUPA to fund them.*

*Miss C has also complained that she wasn't given a promised call back. BUPA has acknowledged this, apologised and offered £50 compensation. I find that is fair. I note that Miss C also ask for this Service to consider the distress and inconvenience that she suffered. I recognise that this has been a difficult period for Miss C and I note that she had to cancel several proposed trips, I find that this was likely to be a consequence of her injury rather than because of any act or omission on the part of BUPA. I am not minded to make any further compensatory award.*

*I invited the parties to provide any further comments or evidence for me to consider, but said that unless the information changed my mind, my final decision is likely to be along the lines of my provisional 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.*

Neither party responded to my provisional decision. As there is nothing further for me to consider I reach the same conclusion as I did in my provisional decision and set out above. I adopt those findings here.

### **My final decision**

My final decision is that I don't uphold his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 12 January 2026.

Lindsey Woloski  
**Ombudsman**