

The complaint

Mr M complains about the way BUPA Insurance Limited (BUPA) has settled the claim he made under a private medical insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr M was covered under a group private medical insurance policy. The policy was provided by BUPA and included a policy limit of £1,500 for outpatient consultations, therapies and diagnostic tests.

Mr M required treatment and so submitted a claim under his policy. As part of the surgery Mr M required, his consultant required him to have a pre-operative assessment and a templating X-ray. Mr M raised a complaint as he was unhappy BUPA said the costs for this would be taken from his outpatient benefit allowance.

On 11 June 2025 BUPA issued Mr M with a final response to his complaint. It said all scans and pathology tests carried out as an outpatient would be taken from the out-patient benefit allowance. Mr M referred his complaint to this Service.

Our Investigator looked into things. He said he thought BUPA had fairly considered the pre-operative tests and X-ray against the outpatient allowance.

Mr M didn't agree with our Investigator. He provided a detailed response but in summary he said the X-ray he had carried out doesn't fall within the scope of the outpatient benefit allowance. He said it is a necessary part of the inpatient treatment he required, albeit delivered prior to admission for practicality reasons.

As an agreement couldn't be reached, the complaint has been passed to me 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.

I want to acknowledge I've summarised Mr M's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr M and BUPA I've read and considered everything that's been provided.

Based on the evidence provided I think BUPA have fairly settled Mr M's claim and I'll explain why.

The terms of Mr M's policy state:

'What is covered

1.2 Outpatient therapies and other outpatient charges

Recognised healthcare professionals' fees and recognised facility charges for outpatient treatment that aren't described in any other benefit.'

Outpatient treatment is defined as:

'Eligible treatment you have as an outpatient.'

Outpatient is defined as:

'A patient who attends a hospital, consulting room, outpatient clinic or treatment facility and is not admitted as a **day patient** or **inpatient**.'

I'm satisfied the templating X-ray and pre-operative tests fall under the policy definition of outpatient treatment given Mr M wasn't admitted as a day patient or inpatient when they were performed. And I'm satisfied the above term covers fees or charges for outpatient treatment not described in any other benefit. I'm not persuaded there is any other section of the policy this treatment could be more accurately considered against.

I acknowledge it was necessary for the templating X-ray and pre-operative tests to be carried out as part of Mr M's subsequent inpatient treatment. However, ultimately they were carried out whilst Mr M was an outpatient and so I think it was reasonable for BUPA to settle the claim from Mr M's outpatient allowance.

I know this will be frustrating for Mr M, however for the reasons I've explained I don't require BUPA to take any further action in relation to his complaint.

My final decision

For the reasons I've explained I don't uphold Mr M's complaint about BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 February 2026.

Andrew Clarke
Ombudsman