

complaint

Mrs O has complained about BUPA Insurance Limited's decision not to cover her claim for a caesarean section under her private medical insurance policy.

background

Mrs O contacted BUPA in late 2014 to make a claim for a caesarean section. BUPA declined Mrs O's claim as it did not believe it met the terms of the policy cover.

Mrs O complained to BUPA about its decision. BUPA investigated the complaint but ultimately did not change its stance.

Our adjudicator did not uphold Mrs O's complaint. She did not think that Mrs O's claim met the requirements of the policy cover. Mrs O did not agree with the adjudicator's assessment.

This complaint has now been passed to me for final determination.

my findings

I have only included a brief summary but I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, and although I am aware that Mrs O will be disappointed by my decision, I don't uphold her complaint. I will explain why.

Firstly I understand that Mrs O's previous complaint concerning the same issue was upheld, but since that time BUPA have made changes to their policy terms. This was explained in the cover document sent prior to her renewal in 2014. It said:

12. Caesarean sections

We have made some changes to exclusion 24 (pregnancy and childbirth) to clarify that we would only cover caesarean sections where there is a risk to the life of the mother (member).

The wording of the exception referred to in the policy is:

Exception 2: *We may pay for the delivery of a baby by caesarean section when the life of the member (mother) is in immediate danger or would be put at direct risk by vaginal delivery. However, we need full clinical details from your consultant before we can give our decision.*

Mrs O has said that the wording of the exclusion and in particular the concept of 'direct risk' is ambiguous. I do agree that in some cases further clarification of when this would apply might be necessary. That said, I have seen two medical reports from Mrs O's Consultant Obstetrician & Gynaecologist, Mr K, dated 23 September and 14 October 2014. There is no suggestion that he considered Mrs O fell within exception 2 or that her life might be put at direct risk by vaginal delivery. So I don't think hers was a case where any further clarification was called for.

But the reports from Mr K do say that Mrs O's pregnancy was complicated by pain which was similar to her previous pregnancy. He also referred to a scar left from Mrs O's previous caesarean section, which was at risk of rupture. So Mr K said that a combination of these

two factors, together with the size of the baby's head, which was larger than normal, meant that Mrs O needed to deliver her baby by a planned caesarean section.

Although there is nothing to suggest that Mrs O's life would have been at risk if she went ahead with a vaginal delivery, it is apparent that a caesarean was also recommended to prevent pain and risk of rupture. However in declining her claim BUPA has also relied on exclusion 25. This provides that it will not pay for preventative treatment. Mrs O has queried the use of this exclusion, and I agree that BUPA has not specifically said how it is engaged. That said, I can't see that this makes any difference to Mrs O's complaint, as I am satisfied that BUPA has shown why it is able to rely on exclusion 24.

I recognise that Mrs O feels that the decision not to pay for her caesarean section is very unfair given the combination of reasons why it was recommended in her case. But her policy does not cover her circumstances and so I don't find that BUPA treated her unfairly by relying on the policy terms.

I should add that I am satisfied that the 'important changes' document was sent to Mrs O. It may be that she did not notice the change, but I don't think BUPA is responsible for that. I am also not able to conclude that she would have acted any differently regarding her son's birth if she had read the document.

my final decision

It is my final decision that I do not uphold this complaint and make no award against BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs O to accept or reject my decision before 30 October 2015.

Lindsey Woloski
ombudsman