

complaint

Mr D has complained that BUPA Insurance Limited wrongly refused his claim under his employer's private medical insurance policy.

background

Mr D had cover under this policy through his employers in Kazakhstan. As his employment ended on 9 August 2015, his cover under this policy also ended. Shortly before on 7 August 2015, Mr D was admitted to hospital in Kazakhstan with cellulitis. He returned to the USA on 9 August and was immediately admitted to hospital, as he said he had developed further problems.

He then asked BUPA to pay for his treatment in the USA for 9 and 10 August 2015. It refused to pay as his policy excluded treatment in the USA, as his condition was known about before he went back to the USA. So as Mr D remained dissatisfied, he brought his complaint to us. The adjudicator didn't think BUPA had done anything wrong and so he didn't think Mr D's complaint should succeed. Mr D remained unhappy so his complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The powers of this service are to see if a business, BUPA in this instance, did anything wrong in refusing to cover Mr D's very necessary treatment when he arrived back in the USA. If we think it did, we then ask it to put it right. If we think it didn't, then we don't uphold the complaint. Mr D seems to believe we should be mediating a settlement for him from BUPA, but I don't think that's reasonable in his case and I shall now explain why.

Mr D is a US citizen. With his employment in Kazakhstan, his employers arranged for him to have cover with BUPA. This policy generally excluded any cover for any medical treatment in the USA. So as no USA cover was bought by his employers, the cover available to Mr D in the USA was very restricted. The policy condition says the following:

'If USA cover has not been purchased, then any treatment received in the USA is ineligible:

- After the 28th day of your visit to the USA*
- For any condition of which you were aware before your visit to the USA*
- When arrangements were not authorised by our dedicated team, and*
- When we know or suspect that you travelled to the USA for the purpose of receiving treatment for a condition, when the symptoms...were apparent to you before travelling. This applies whether or not your treatment was the main or sole purpose of your visit.*

Note: you can claim for unforeseen treatment received within 28 days of your arrival in the USA...

Mr D's situation was also confused given the mistakes being made by both his employers and BUPA, as to the date his cover should have ended. And potentially some wrong or confusing advice was given by BUPA along the way. BUPA has now confirmed that he had

cover up to and including 9 August 2015. So Mr D could have potentially been eligible for cover for 9 August.

It was very unfortunate that Mr D became ill shortly before his employment in Kazakhstan was due to end given his visa was expiring and that also meant his cover under this policy would end too. I also think, as he was a US national, his travel home wasn't to get further treatment as BUPA has said, but simply just to go home as his visa had expired. He was certified fit to travel and on his arrival in the USA, he has said he required emergency treatment and ultimately inpatient treatment for a considerable length of time.

Mr D says this was a new condition but I don't think it was, as I haven't seen any medical evidence to show it was a completely new condition. It appears to have been related to his original condition that he was treated for just before he left Kazakhstan, despite that Mr D says new medicine resistant bacteria grew. So I do think it falls under the exclusion in the policy of being 'a condition he was aware of before he travelled to the USA'. This means his treatment was excluded.

Consequently whilst I do understand Mr D will be disappointed, I don't think BUPA did anything wrong in ultimately refusing to pay Mr D's claim under this policy.

my final decision

For the reasons I've discussed above it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 April 2016.

Rona Doyle
ombudsman