

complaint

Mr E has complained that BUPA Insurance Limited has declined to cover the cost of treatment under his private medical insurance policy on the grounds that it relates to a chronic condition that isn't covered by the policy.

background

In September 2015 Mr E asked BUPA for authorisation for him to see a consultant regarding his diabetes. BUPA declined to authorise the consultation. It said that diabetes is a chronic condition that requires regular monitoring and management which isn't eligible for funding under the policy.

Mr E cancelled his policy and complained to BUPA about its decision. He said he'd been able to claim the cost of treatment for diabetes and coronary heart disease, also a chronic condition, in the past. The latest claim for diabetes was in 2013. He said he wouldn't have renewed his policy if he'd known that the chronic conditions wouldn't be covered and he wanted BUPA to refund the premiums he'd paid since 2013.

BUPA didn't uphold Mr E's complaint. It said it wouldn't refund the premiums, as requested by Mr E, because it would have covered acute symptoms of chronic conditions and other acute conditions. It did, however refund the premiums Mr E had paid since September 2015.

Mr E wasn't satisfied with BUPA's response and referred his complaint to this service.

our initial conclusions

After Mr E's complaint had been referred to this service, BUPA told our adjudicator it would reinstate Mr E's policy without requiring him to pay any premiums from October 2015 to January 2016. It also said it would allow him to claim back the cost of a consultation with an endocrinologist and waive the policy excess. Alternatively, if Mr E didn't want to rejoin, it would reimburse him the cost of his consultation.

Our adjudicator put BUPA's offer to Mr E, but it wasn't acceptable to him. Our adjudicator then considered the merits of Mr E's complaint.

Our adjudicator didn't recommend that the complaint should be upheld as he thought BUPA had dealt with it fairly. He thought the terms of the policy were clear and it didn't cover chronic conditions.

Mr E didn't agree with our adjudicator's conclusions. He thinks the fact that BUPA paid for consultations for diabetes and coronary heart disease in the past formed a binding precedent.

my findings

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

I've seen copies of Mr E's policy documents going back to 2011. I'm satisfied that it's clear that the policy didn't cover treatment of chronic conditions, unless it was for an acute

condition that had flared up. The policy contains a definition of “*chronic condition*” and I’m also satisfied that diabetes comes within this definition.

Given the above, I think BUPA was entitled to decline to authorise the consultation in September 2015 on the grounds that it was for monitoring or management of diabetes.

I’m not persuaded that BUPA’s agreement to cover the cost of treatment relating to Mr E’s diabetes and coronary heart disease formed a binding precedent. It’s possible that BUPA was satisfied on previous occasions that the treatment was for acute flare ups of those conditions. BUPA has suggested that its agreement to cover the cost of treatment for diabetes in 2013 was made in error. It’s not trying to recover the cost of that treatment from Mr E and I don’t think I can reasonably say that, because it agreed to the treatment on one occasion, it must agree to it on all future occasions.

I’m satisfied that the policy would have covered Mr E for acute conditions, including acute flare ups of his chronic conditions. I’m, therefore, satisfied that he received benefit for the premiums he paid after 2013 and it wouldn’t be fair and reasonable for me to require BUPA to refund those premiums.

I think the offers that BUPA made to Mr E following his referral of his complaint to this service were fair and reasonable, but I don’t think BUPA had treated him unfairly, up to that point.

my final decision

For the reasons given above, my final decision is that I don’t uphold this complaint. I make no award against BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr E to accept or reject my decision before 11 April 2016.

Charles Bacon
ombudsman