

The complaint

Miss T complains about BUPA Insurance Limited's ('Bupa's') decision to turn down her private medical insurance claim.

What happened

Miss T has been covered under her employer's group private medical insurance scheme since January 2021. She is a moratorium member, which means that there is no cover for medical problems experienced in the five years before joining the scheme.

A claim was submitted in 2022, as Miss T was having joint pain in her hands and feet. Bupa turned down the claim, as it thought Miss T had experienced those symptoms before she joined the scheme, and therefore the claim fell under the moratorium. Unhappy with this, Miss T brought a complaint to this Service.

Our investigator didn't recommend the complaint be upheld. After considering the medical evidence, she thought Bupa's decision to turn down the claim had been reasonable and in line with the scheme terms and conditions.

Miss T didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

The terms and conditions say:

'For moratorium members we do not pay for treatment of a moratorium condition, or a disease, illness or injury that results from or is related to a moratorium condition.'

A 'moratorium condition' is defined as:

'any disease, illness or injury or related condition, whether diagnosed or not, which you:

- *received medication for*
- *asked for or received, medical advice or treatment for*
- *experienced symptoms of, or*
- *were to the best of your knowledge aware existed*

in your moratorium qualifying period immediately before your moratoria start date...'

The membership certificate confirms that Miss T's moratorium qualifying period was five years. Based on when Miss T joined the scheme, this would be January 2016 to January 2021.

I've therefore considered the evidence to see if the condition for which Miss T was claiming would fall under the above definition of a moratorium condition.

In July 2022 Miss T told Bupa she had pain, stiffness and swelling in some joints – mainly in her hands, feet and knees. She also reported pain in shoulders and hips. Bupa asked her for a GP referral.

Miss T saw an online GP, available through Bupa. I've read the GP referral letter dated 28 August 2022. This said that Miss T had experienced hand and feet pain for approximately one year, but it was getting worse (and felt different to her existing fibromyalgia condition). The referral letter also said that Miss T had seen a rheumatologist approximately one year ago, but they couldn't find any obvious cause for her symptoms. The online GP thought the problem was joint stiffness.

When Bupa was assessing the claim, it asked Miss T to complete a moratorium pre-treatment form. On this form, Miss T described that she had joint pain, swelling and stiffness (mainly in the hands and feet/ankles), as well as extreme fatigue, grip loss, pins and needles, and migraines. She explained the symptoms were getting worse, and she did see a rheumatologist, but they reconfirmed her fibromyalgia diagnosis. Miss T said the pain was more severe with obvious swelling and redness, and the online GP had recommended a second opinion from another rheumatologist.

The pre-treatment form was also partly completed by Miss T's own GP. The GP described Miss T's symptoms as joint pains (with multiple sites and trigger points/loss of grip strength/swelling), as well as tiredness, IBS symptoms and migraines. The GP said the symptoms first started in 2014.

The form then asked for further information relating to the condition for which Miss T was claiming, and any related conditions. The GP explained that Miss T had been diagnosed with fibromyalgia in 2016 after experiencing symptoms (aches and pains, and tiredness) for a few months before this. She was then treated for fibromyalgia for two to three years. There was also reference to a diagnosis of hypermobility in 2016. Finally, the GP said that Miss T had been seen in the rheumatology out-patient clinic in January 2021, and there was no inflammatory arthritis from her bloods and x-rays, and she was discharged.

I note the GP had listed a number of issues (some or all may be related to Miss T's later diagnosis of fibromyalgia) and said the symptoms first started in 2014, but didn't make it clear which ones. They later confirmed that Miss T's fibromyalgia symptoms of aches and pains started in 2016. I think it's reasonable to conclude from this that Miss T's joint pains started in 2016. The GP confirmed that Miss T received treatment for fibromyalgia over the next two to three years.

I'm satisfied from this that Miss T had experienced joint pain in the moratorium qualifying period, and that it was reasonable for Bupa to turn down the claim based on this information.

Miss T says her joint pain in 2021/2022 wasn't the same joint pain that she experienced because of fibromyalgia. Whilst I appreciate the online GP had said Miss T's symptoms felt different to her existing fibromyalgia condition, this was based on Miss T's own reporting. The online GP thought Miss T had joint stiffness. I don't think this was enough to show that the joint pains were unrelated to her previous ones.

Miss T says she has since received a new diagnosis through the NHS, and therefore Bupa should have accepted her claim. As I've said, I'm satisfied from the above that it was reasonable for Bupa to conclude that the claim related to Miss T's previously reported joint pains. However, Bupa has said that it could change its decision if Miss T is able to provide evidence to show that her symptoms of joint pain aren't related to those mentioned by the GP in the pre-treatment form. I'm satisfied this was reasonable. If Miss T wants private

treatment for her newly diagnosed condition, she may wish to provide further information to Bupa, so that it can consider the matter further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 13 November 2023.

Chantelle Hurn-Ryan
Ombudsman