

The complaint

Mr H complains that BUPA Insurance Limited hasn't agreed to pay for all of the laser treatment he's claimed for on a group private medical insurance policy.

What happened

Mr H is a member of his employer's group private medical insurance policy. Mr H suffers from a dermatological condition and was under the care of a consultant who I'll call Mr L. Mr L is 'recognised' by BUPA and it covered the costs of Mr L's consultations with Mr H.

In October 2022, Mr L noted that the antibiotic treatment he'd previously prescribed Mr H wasn't working effectively. Mr L therefore felt it would be reasonable for Mr H to arrange laser treatment for his condition.

Mr H arranged laser treatment at a clinic and began to undergo a programme of treatment. He made a claim on the policy for the laser treatment. However, the clinic providing the treatment wasn't a facility which BUPA 'recognised'. So the claim wasn't covered by the terms of Mr H's policy.

BUPA retrospectively agreed to pay for three sessions of laser treatment at Mr H's provider. And it agreed to authorise four more laser treatment sessions for Mr H – but only if the treatment took place at a recognised facility.

Mr H said that he was undergoing a bespoke treatment programme and that the laser was specifically tailored for his skin-type and condition. He felt it would be fair and reasonable for BUPA to continue to pay for his sessions at the clinic which was already providing his care. So he asked us to look into his complaint.

Our investigator felt BUPA had handled Mr H's claim fairly. She understood why Mr H would prefer to continue to undergo laser treatment at the unrecognised clinic. But she felt the policy terms clearly excluded claims where treatment took place at an unrecognised facility. She noted there were clinics BUPA did recognise which could provide Mr H's care. And she didn't think the available medical evidence indicated that the laser the unrecognised clinic was using was specifically tailored for Mr H's skin type and condition. So she didn't think BUPA needed to pay for Mr H's laser treatment at the clinic over and above the three sessions it had already covered.

Mr H disagreed and so the complaint's 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.

Having done so, whilst I'm very sorry to disappoint Mr H, I think BUPA has handled his claim fairly and I'll explain why.

First I'd like to reassure Mr H that while I've summarised the background to his complaint

and his detailed submissions, I've carefully considered all he's said and sent us. In this decision though, I haven't commented on each point that's been made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the group policy and the available evidence, to decide whether I think BUPA handled Mr H's claim fairly.

I've first considered the policy terms and conditions, as these form the basis of Mr H's employer's contract with BUPA. The policy covers eligible treatment and BUPA accepts that laser treatment for Mr H's condition is eligible under the policy terms. However, the policy also sets out a list of things BUPA has specifically chosen to exclude from cover. Page 47 of the policy terms includes 'Exclusion 31 – Treatment in a facility that is not a recognised facility'. This exclusion says:

'We do not pay consultants' fees for treatment that you receive in a hospital or any other type of treatment facility that is not a recognised facility.'

So I think BUPA has made it sufficiently clear that it won't pay for treatment which takes place at an unrecognised facility, even if that treatment would otherwise be eligible. I've checked on BUPA's hospital checker and I can see that the clinic Mr H has been treated by isn't a recognised facility. (Although the consultant leading Mr H's care overall and who seems to have referred to Mr H to the clinic is a recognised consultant.) This means that under the terms of the insurance contract, Mr H isn't covered for any laser treatment he undergoes at the clinic.

BUPA retrospectively agreed to pay for three sessions of laser treatment at the unrecognised facility though, outside of the policy terms. In my view, this was a fair and reasonable decision for it to make. It agreed to cover four more sessions of laser treatment for Mr H – but only at a facility it *did* recognise. I don't think this was an unfair position for BUPA to take, given the terms of the contract.

Mr H has explained, in detail, the reasons why he would prefer to continue his care under the unrecognised clinic. I can entirely understand why Mr H would wish to continue treatment under a provider which he trusts and because he says the treatment has been successful. I've also taken on board his comments about the bespoke treatment plan he's been under and the laser being tailored to his particular skin-type and condition.

However, I've looked carefully at the available evidence. While Mr L felt laser treatment would be reasonable for Mr H, he didn't specify any particular clinic as being the best facility to provide the treatment. Mr L didn't suggest (and hasn't suggested since) that the unrecognised clinic provided a tailored laser, or that no other clinic would be able to take over Mr H's care in an effective and safe way. Having checked BUPA's hospital finder, I can see recognised facilities which offer laser treatment only a few miles from Mr H's home. And while Mr H says he has had difficulties in getting through to recognised clinics and arranging appointments with them, he hasn't provided any phone or written records of attempted contact with other clinics. It's also open to Mr H to speak to BUPA about finding an alternative, recognised clinic, should he wish to do so.

I do sympathise with Mr H's position, as I appreciate how important continuing to receive treatment is to him. But I haven't seen enough compelling evidence to persuade me that it would be fair or reasonable for me to direct BUPA to depart from the policy terms and pay for Mr H's further treatment at the unrecognised facility. It appears that Mr L remains a recognised consultant, so I've seen nothing to suggest that Mr H isn't presently able to

remain under his care. Having carefully considered all of the specific circumstances of this complaint, I don't think it was unfair for BUPA not to pay for further sessions of treatment at an unrecognised facility. It follows then that I'm not telling BUPA to pay anything more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 October 2023.

Lisa Barham
Ombudsman