DRN-4390763

The complaint

Mr F complains that BUPA Insurance Limited mis-sold him private medical insurance.

What happened

Mr F took a private medical insurance policy with BUPA back in 2006. This was a non-advised sale. Mr F believes the policy was mis-sold because following a recent claim he made in October 2022, he was unable to gain cover using the policy. He also said the nearest treatment facility for the condition he'd suffered, was more than two hours away and so he said the policy was mis-sold. Mr F said had he known this, he wouldn't have opted for insurance with BUPA.

BUPA said there was limited information available from the time the sale took place. However, it highlighted that renewal documents were sent to Mr F regularly, which included information pertaining to local treatment facilities, meaning he should have been aware of the local hospitals available through BUPA's network.

Our investigator was initially unsure whether we could consider this complaint because of the length of time that elapsed since the policy was sold. However, BUPA gave consent for us to investigate this complaint. She concluded by saying she didn't believe the policy was mis-sold because it was a non-advised sale, meaning it was for Mr F to ensure the policy continued to meet his needs. She highlighted BUPA had sent renewal documents each year, which were clear and non-misleading, so Mr F was able to do that.

Mr F disagreed. His reasons were the same as previously stated and borne from his declined medical claim. And so, it's now for me to make a final 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.

Having done so, I too have decided not to uphold it. My reasons for doing so are broadly the same as those already explained by our investigator, and I'll explain why.

This was a non-advised sale and so I'm satisfied it's Mr F's responsibility to ensure the policy continued to meet his needs. I should say BUPA does have an obligation to ensure it shares information in a clear and non-misleading format, which I'm satisfied it has.

There's limited information available from the time the policy was sold to Mr F. But that doesn't mean I'm unable to come to a finding here. From the available evidence, I'm satisfied this policy wasn't unsuitable, because it would've paid a successful claim. I've dealt with Mr F's complaint about his claims as part of a separate final decision and so I won't comment on those issues here. However, I'm satisfied the policy was suitable because he benefited from the scope of cover.

I accept Mr F's arguments about there not being a closer hospital to his home, however,

that's not reason enough to say the policy was mis-sold. Further, the hospital availability would most likely have looked very different back in 2006 when he took the policy. BUPA said there have been significant changes to its network over that time and I see no reason to dispute that point.

Although there's no information from the time of sale, I'm satisfied BUPA sent Mr F renewal documents at the start of each new policy year since 2010 – which is the earliest record it has. Therefore, on balance, I'm satisfied it would've most likely sent those documents for the period before that, since 2006.

The policy terms sent each year, alongside the schedule and other policy information, signposts consumers to BUPA's hospital and consultant finder. This is a web-based tool consumers can use to check network availability in their local area. I've highlighted this because I think it satisfactorily shows BUPA gave Mr F information in a clear, informative and non-misleading way, so he could check whether the policy continued to meet his needs. I also think it makes Mr F's argument that the policy was unsuitable less persuasive, as he could've checked this at any point, had it been a primary concern at the time the policy was sold, or even thereafter.

I'm satisfied the policy provided Mr F with cover for a variety of symptoms and conditions, at hospitals within a reasonable distance from his home. So, although I appreciate for this specific condition, the nearest treatment facility was too far away, this doesn't persuade me the cover was unsuitable overall.

My final decision

It's for these reasons I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 29 November 2023.

Scott Slade
Ombudsman