

## **The complaint**

Mr A has complained that BUPA Insurance Limited ('BUPA') failed to provide him with advice about ways of reducing his premium as he had been a member for many years.

## **What happened**

Mr A contacted BUPA in early 2023. He said he had spoken to a broker about private medical insurance for his family and had been quoted a much lower price than what he was paying with BUPA.

During the call, BUPA said he could start as a new customer, subject to underwriting and he would receive a no claims discount of up to 65% and a 10% family discount. Mr A asked for a complaint to be raised as BUPA hadn't told him he could reduce his premiums in this way.

BUPA delayed in sending its final response letter to Mr A's complaint and so he referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think BUPA had treated Mr A unfairly as it had increased his premiums in line with other members with the same product.

Unhappy, Mr A asked for an Ombudsman's decision and in summary, felt BUPA's practices were unfair for long standing customers. He also raised concerns about the policy he had switched over to in November 2023. He feels BUPA should have provided clearer advice and information about switching to a new policy and the associated benefits and reduction in premium.

And so the case has been passed to me for 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 don't think this complaint should be upheld. I'll explain why.

- I have carefully considered everything Mr A has said but in my decision, I will only focus on what I consider to be key. The crux of Mr A's complaint is about the cost of his policy and that BUPA did not clearly tell him about alternative products or ways to reduce his premium.
- The background to this matter has been set out in the investigator's view in detail, including the price increases to Mr A's policy since 2018 and so I won't repeat the detail here.
- Mr A has also referred to the Consumer Duty. The Consumer Duty doesn't apply retrospectively. It was introduced on 31 July 2023 and so doesn't apply to Mr A's complaint here. But I have considered the relevant rules and regulations which

applied at the time.

- Mr A called BUPA in 2023 and asked what its best price would be to cover his whole family. The adviser said the family could move onto one policy and would be eligible for a family discount as well as a no claims discount of 65%. But this would mean that all members would need to be underwritten and pre-existing conditions would be excluded. Mr A enquired about his current discount and was told this was a maximum of 6%. Mr A said he wanted to raise a complaint.
- Mr A is unhappy with the way BUPA handled his complaint and the length of time it took to reply. BUPA's response to Mr A's complaint was that it is entitled to make a commercial decision about the way it prices its policies.
- Having considered the above, I agree that BUPA's response to the complaint wasn't as helpful as it could have been and I can understand why Mr A would be frustrated. But it did provide Mr A with referral rights to the Financial Ombudsman Service and so I can't say it hasn't met its obligations here.
- Since then, BUPA has sent Mr A further literature about changes to his policy. He says this is related to his complaint but BUPA has said that isn't the case and it has reviewed its policies and has written to all its customers.
- Mr A has also said he may make a new complaint. My decision relates solely to Mr A's initial complaint call in February 2023 in which he complains about BUPA failing to inform him of his options to reduce his premiums.
- If Mr A is unhappy with BUPA's actions since then, including matters relevant to his new policy and literature he has received after BUPA's final response letter dated May 2023, he will need to raise a new complaint. If he is unhappy with BUPA's response, he can ask the Financial Ombudsman Service to consider his new complaint.
- In relation to Mr A's policy and the cost of his premiums, I have seen the information provided by BUPA at renewals. As BUPA was not providing advice, it has to ensure that the information it provides is clear, fair and not misleading. I am satisfied that BUPA provided clear, fair and not misleading information to Mr A at renewals which set out his options on how he may reduce his premium, such as shopping around or reviewing the level of cover he had. BUPA wasn't under an obligation to provide advice to Mr A about how to get a cheaper premium. In addition I haven't seen any evidence that Mr A was treated unfairly or differently to other customers in his position.
- Overall, I am satisfied that BUPA didn't treat Mr A unfairly as it doesn't provide advice when selling or renewing policies. I am also satisfied that the increases to his premiums were in line with his product and he hasn't been treated differently to other customers in the same position as him. I note Mr A received quotes from another provider but private medical policies are not necessarily comparable in terms of benefits, excesses and other options. So it's difficult to compare two different policies from two different providers. And insurers are entitled to price their policies how they see fit, depending on the level of risk they are prepared to take.
- I appreciate Mr A will be disappointed with my findings and may not find them helpful. But I hope the investigator's view and my decision explain the test we apply and how we approach these complaints.

**My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 February 2024.

Shamaila Hussain  
**Ombudsman**