

The complaint

Mrs B complains because BUPA Insurance Limited hasn't paid a claim under her private medical insurance policy.

What happened

Mrs B is insured under a group private medical insurance policy, underwritten by BUPA and provided through her employer.

In March 2023, Mrs B contacted BUPA to ask whether it would cover a claim for a denervation procedure. BUPA said the claim wouldn't be covered, as it considered Mrs B's condition to be chronic.

Unhappy, Mrs B complained. BUPA issued a final response letter in May 2023 saying that the policy which Mrs B was insured under excluded treatment for chronic conditions and for the temporary relief of symptoms. BUPA said it had already paid for 3 treatments of injections in a certain region for Mrs B in the past and it applied a 3-treatment limit per lifetime, and not per policy.

Mrs B subsequently brought the matter to the attention of our service.

One of our investigators looked into what had happened and said she didn't think BUPA had unreasonably declined Mrs B's claim. Mrs B didn't agree with our investigator's opinion, so the complaint was referred to me. I made my provisional decision about Mrs B's complaint in September 2023. In it, I said:

'Industry rules set out by the regulator say that insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my decision about Mrs B's complaint.'

This policy excludes chronic conditions, which are defined in the policy as a condition with one of a list of defined characteristics. The policy covers unexpected, acute symptoms of chronic conditions in certain circumstances. The policy also excludes treatment for the temporary relief of symptoms or for the ongoing management of a condition.

The policy doesn't specifically state that BUPA will only cover 3 treatments of injections in a certain area. But I don't think it needs to. The 3 treatment limit forms part of BUPA's internal criteria for deciding whether it considers a condition to be chronic. BUPA is entitled to set and apply these internal criteria, as long as it does so fairly and treats customers in the same situation in the same way.

I've seen a copy of BUPA's internal criteria and I'm satisfied that it has applied these fairly to Mrs B. She has had at least three treatments of injections in a particular area in the past, so I think BUPA is reasonably entitled to consider the condition as now being chronic. I've seen no medical evidence to suggest that the claim which Mrs B was seeking to make arose from an unexpected acute symptom of her condition. In any event, I'm not satisfied based on the information I've seen that Mrs B would meet BUPA's internal criteria for a claim for denervation to be paid anyway.

Mrs B's policy also doesn't refer to any treatment limit being applicable per lifetime rather than per policy. But, again, I don't think it needs to. I'm satisfied that BUPA is entitled to apply the treatment limit to Mrs B as the insured individual, regardless of whether the previous claims were made under a former policy.

This means I don't think BUPA has acted unfairly or unreasonably by declining Mrs B's claim.

Mrs B's enquiry with BUPA in March 2023 involved her being transferred to a number of different queues and took what I consider to be an excessive amount of time. BUPA has apologised to Mrs B for this and I'm satisfied this is fair and reasonable in the circumstances, so I won't be directing BUPA to do anything further.'

BUPA replied to my provisional decision and said it had nothing further to add. Mrs B questioned why I'd issued a provisional decision and said her arguments had been ignored and dismissed, but that she wouldn't be responding to the content of my provisional 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.

Our rules require us to issue a provisional decision – instead of proceeding straight to final decision – in certain circumstances. One of these situations is if the ombudsman is reaching the same outcome as our investigator but for different reasons, as was the case here. I've taken all of Mrs B's arguments – as well as BUPA's – into account when deciding what I think is fair and reasonable in the circumstances of this case. As neither BUPA nor Mrs B have provided any new information about the merits of this complaint, I see no reason to change my provisional findings.

My final decision

My final decision is that I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 November 2023.

Leah Nagle
Ombudsman