

## The complaint

Ms Z complains that BUPA Insurance Limited didn't pay for treatment it had authorised under a private health insurance policy.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Ms Z's complaint. Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Ms Z held a private health insurance policy with Bupa through her employer. Her employment ended, and her employer terminated her policy with Bupa on 10 September 2023. Bupa paid for seven counselling sessions before this date, but it declined to pay for three counselling sessions after this date.
- The policy terms say under "Payment of Benefits" the following: *"We only pay benefits for treatment you receive while you are covered under the agreement and we only pay benefits in accordance with the cover that applies to you on the date the treatment takes place. We do not pay for any treatment, including any treatment we have pre-authorised, that takes place on or after the date your cover ends."*
- The terms also say under "How we will deal with your claim" the following: *"When we have determined that your treatment is eligible treatment, we will discuss your claim with you and issue you with a 'pre-authorisation number' so the invoice for your treatment costs can be sent to us direct. [...] Please note: If your cover ends for any reason we will not pay for any treatment that takes place on or after the date your cover ends – even if we have pre-authorised the treatment."*
- I think the policy terms are clear that Bupa will only pay for treatment that takes place while the policy is in force, even if has been pre-authorized. So, I think Bupa has acted fairly and reasonably, and in line with the policy terms and conditions, when it paid for the treatment that took place while the policy was in force. And I don't think it did anything wrong when it declined to pay for treatment that took place after the policy had ended.

- I don't think Bupa needed to let Ms Z know about the above terms when it pre-authorized the treatment, as Bupa wasn't aware of the policy ending at the time. I've listened to the pre-authorization call Ms Z had with Bupa, and I don't think there's anything else Bupa needed to do during this call – it simply authorised further treatment as requested by Ms Z. I also don't think Bupa needed let Ms Z (or her therapist) know when her employer had terminated her policy.
- I'm sorry to disappoint Ms Z, especially as I can see that she's been through a difficult time. But for the reasons I've explained, I don't think Bupa has acted unfairly or unreasonably in the circumstances of this complaint.

### **My final decision**

My final decision is that I don't uphold Ms Z's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Z to accept or reject my decision before 29 July 2024.

Renja Anderson  
**Ombudsman**