

The complaint

Mr P complains that BUPA Insurance Limited declined his medical insurance claim.

What happened

Mr P has medical insurance with BUPA and made a claim on the policy for £100 for his psychotherapy. BUPA declined the claim as it said the policy didn't cover psychotherapy.

Mr P complained to us as he believes his policy does cover his claim. In summary he says:

- BUPA's final response letter to his complaint quoted pages from a policy booklet that were different to the pages of the policy booklet issued to him. He told BUPA it was referring to the wrong policy wording but it didn't respond on that point.
- The policy terms he has says he has cover for 'therapies' which 'include' physiotherapy, osteopathy, chiropractic, acupuncture, and chiropody/podiatry. The policy doesn't state that therapies are restricted to those listed items. If BUPA wanted to restrict the 'therapies' it covered then it should have said so clearly in the policy definitions. The policy terms he has don't define 'therapies'.
- BUPA failed to address the specifics of his complaint and he wants it to pay his claim and apologise.

Our Investigator said BUPA had reasonably declined Mr P's claim.

Mr P disagrees and wants an Ombudsman's decision. He doesn't accept that the policy wording is clear. And he said our Investigator hadn't addressed that it was wrong of BUPA to decline his claim on the basis of different policy wording.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

I've considered all the points Mr P has made but I won't address all his points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

I understand Mr P's concern when BUPA's final response letter referred to the table of benefits being on a different page to the table of benefits in his policy booklet. But, irrespective of what page the table of benefits cover is set out on, I can see from BUPA's file that when it assessed Mr P's claim it considered the same policy wording on the issue that's in the policy booklet Mr P sent us.

The table of benefits says there's cover for '*Therapies includes physiotherapy, osteopathy, chiropractic, acupuncture, and chiropody/podiatry*'.

I accept Mr P's point that the policy doesn't define 'therapies' or specifically say that the cover is restricted to those stated therapies. But I think it's clear enough that because

psychotherapy isn't listed as an included therapy benefit in the policy that means psychotherapy isn't covered.

As psychotherapy wasn't a listed therapy benefit I think it would have been reasonable for Mr P to have asked BUPA if psychotherapy was covered before he incurred the cost if he wanted to claim the cost on the policy. BUPA would then have told him there was no cover.

I'm satisfied that BUPA declined Mr P's claim in line with the policy terms and reasonably.

Mr P was frustrated that BUPA didn't give a detailed response to his comments in response to its final response letter. But I don't think BUPA acted unfairly in not giving a detailed response. Having already issued a final response letter, BUPA's response to Mr P's comments that the next stage was for him to bring a complaint to our service is correct.

BUPA doesn't need to take any further action in respect of this complaint. As a general point, Mr P may want to contact BUPA to check he has the current version of the policy booklet.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 August 2024.

Nicola Sisk
Ombudsman