

The complaint

Mr J complains that BUPA Insurance Limited declined his claim against a cash plan.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr J has the benefit of a cash plan through his employer. The cash plan provides reimbursement of certain medical related costs.

In October 2023, Mr J had shockwave therapy provided by Ms S. He made a claim against the cash plan. BUPA rejected the claim. It said that the treatment wasn't carried out by a recognised provider. Mr J complained about that.

BUPA told Mr J initially that it doesn't cover shockwave therapy but that's not in fact the case. BUPA subsequently said that it covers shockwave therapy if it's provided by a recognised provider. BUPA maintained its position about Mr J's claim. It said that its documentation is clear.

Essentially, Mr J says that the policy covers all therapies and that treatment isn't limited to physiotherapy, osteopathy, chiropractic and acupuncture. He says that the four types of provider listed on the table of benefits and limits isn't exhaustive. Mr J says that as BUPA has provided confusing terminology, his interpretation should be favoured. He wants BUPA to settle his claim, pay him compensation of £200 and give him a formal, written apology.

One of our investigators looked at what had happened. He didn't agree that the documentation was unclear. The investigator said that the membership guide says that the benefits listed are what's available. He said that BUPA said, in error, that none of its cash plans cover shockwave therapy but it apologised for that and provided feedback to its staff, which the investigator thought was sufficient.

Mr J didn't agree with the investigator. He said that the investigator had misunderstood what '*including*' means in the table of benefits. Essentially, Mr J says that his plan includes but is not limited to physiotherapy, osteopathy, chiropractic and acupuncture. Mr J says that all therapies are covered by the plan as there's no indication that therapy must be provided by the four types of practitioners listed in the table of benefits.

The investigator considered what Mr J said but didn't change his view. Mr J repeated his assertion that his plan covers all therapies. He asked that an ombudsman consider his complaint, so it was passed to me to decide.

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.

I don't uphold Mr J's complaint and I'll explain why.

- Cash plans like the one here aren't designed to cover every eventuality or situation. An insurer will decide what's covered and set that out in the documentation. I don't agree with Mr J that the cash plan covers all therapies.
- The membership guide defines '**Table of cover**' as '*...the document we send you that sets out the **membership levels and benefits** of the **cash plan**, including a full description of each **benefit**, what is and isn't covered and the maximum **benefit allowance** payable for each level of cover.'*
- The table on page two of '**Your table of cover**', under the heading '**1. Table of benefits and limits**' includes the following:
'Therapies
Includes physiotherapy, osteopathy, chiropractic and acupuncture'
- I agree with Mr J that the list of types of therapies shown in the extract I've quoted above isn't exhaustive. That's clear as later in the document there's reference to occupational therapist. But I don't think that means that BUPA should settle Mr J's claim.
- On page three of '**Your table of cover**' it says:
'Benefit descriptions
*Below are descriptions of the **benefits** listed in the table of benefits on page 2. Here we explain what each benefit means, what is and isn't covered [...]*
- The treatment Mr J had which led to his claim - shockwave therapy by Ms S, whose principal qualifications relate to massage - isn't included in any of the benefit descriptions, so it's not covered by the cash plan.
- In addition, the cash plan only covers treatment by certain therapists recognised by Bupa, that is, someone who is registered and accepted by BUPA. The therapist who carried out Mr J's treatment isn't recognised by BUPA.
- I think it would be most unusual for a cash plan like the one here to cover all therapies, as there's such a wide array of treatments that could be called therapies. I'm not aware of any plan or policy that would cover all therapies.
- I think that the documentation is clear. I'm sorry to disappoint Mr J but there are no grounds on which I can fairly direct BUPA to settle his claim.
- BUPA accepts that during the course of Mr J's complaint, it told him, in error, that the cash plan doesn't cover shockwave therapy. That's not in fact correct as the cash plan covers shockwave therapy if it's provided by a recognised provider. BUPA corrected the matter, apologised to Mr J and gave feedback to its staff. I think BUPA's response was fair, reasonable and proportionate, so I don't require it to do any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 18 June 2024.

Louise Povey
Ombudsman