

The complaint

Mr A has complained that BUPA Insurance Limited withheld information from him in relation to his claim.

What happened

The background to this complaint is well known to the parties and it serves no purpose for me to repeat it in detail here. In summary Mr A made a claim under his policy for cataract surgery. He was unhappy with the settlement made. This was dealt with in a separate decision which I can't revisit.

Mr A brought a second complaint and an ombudsman colleague issued a decision which determined which parts of that second complaint could be dealt with by our service.

As with the decision on the first complaint, I can't revisit this and can only therefore consider the two issues that the ombudsman determined hadn't yet been addressed. These were: *Whether BUPA had access to discounted rates from nominated providers* and *Whether BUPA refused to disclose the total expenditure on the claim until Mr A made a subject access request.*

Our investigator considered these two points. He didn't recommend that the first be upheld but in relation to the second he recommended that BUPA pay Mr A £50 in compensation.

Mr A appealed and the matter was referred to me to decide. I issued a provisional decision – my findings were as follows:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Firstly, I'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules under which we operate.

Turning to the two issues that can be addressed. I recognise that Mr A will be disappointed by my provisional decision but having considered his representations I've reached the same conclusions as our investigator. I'll explain why.

Whether BUPA had access to discounted rates from nominated providers

I understand Mr A's concern was wider than the phrasing of this question. But as indicated above, as an ombudsman has ruled on the extent to which the second complaint can be considered, we are constrained to consider exactly those issues only. And I'm satisfied that the answer here is short. BUPA has confirmed it had access to discounted rates and has indicated what those were. I don't require corroboration of this statement, nor does this

service have any input into agreements reached by BUPA with its providers. Generally BUPA would not be required to disclose confidential information regarding pricing agreements. However, it did confirm the amount it would have paid for each eye operated on to its provider.

Mr A felt that this answer, and the conclusion that this didn't impact him, rendered the question irrelevant. I can see why Mr A felt this was so, as the answer makes no difference to his claim. But it was found that the issue hadn't been addressed. It now has been.

Whether BUPA refused to disclose the total expenditure on the claim until Mr A made a subject access request

I can see that Mr A was very concerned to know what the actual cost to him of his treatment was going to be. He asked BUPA for information regarding a confirmation of costs on no less than seven occasions but received no reply. BUPA apologised and that issue has been dealt with in the first complaint. Although BUPA did advise Mr A about the cost of the claim, it didn't confirm the total expenditure. Mr A received this information when he made a subject access request.

I find this would have added to the frustration that Mr A had already experienced. He quite reasonably wanted this information in order to determine what shortfall he would be left to pay. For this further failing, and although Mr A hasn't asked for compensation for this matter, BUPA has offered £50. I think that compensation is merited. I'm satisfied that the offer of £50 is fair in the circumstances.

My provisional decision was that BUPA has made an offer of £50 which I find is fair in all the circumstances. So my provisional decision was that BUPA should pay Mr A £50 for the service failing indicated above.

I said I'd look at any more comments and evidence I received, but unless that information changed my mind my final decision would be along the lines of my provisional decision.

Mr A responded. His detailed comments in response to my provisional findings are noted and have been considered.

BUPA didn't respond.

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 two issues set out in my provisional findings are those found not to have been addressed previously. But I was constrained, and am still, to consider only the issues identified in the January 2024 decision. This means I cannot speculate on the intention of the earlier 2022 decision or question the reasoning as to why the two issues were expressed as they were in the January 2024 decision.

However I can say that neither of the two issues takes precedence over the other. For completeness I would add that I don't agree that the first question posed was done so in abstract terms and divorced from the wording of the earlier decision. The wording of the question exactly mirrors that in the decision of 16 January 2024.

With regard to accepting evidence from BUPA without corroboration, that is also at my discretion. We are an informal dispute resolution service and we cannot cross examine parties as a court of law can. BUPA is a firm regulated by the Financial Conduct Authority and I was satisfied of the veracity of the statements made without further enquiry.

The decision is mine alone – but Mr A should note my comment that I've focused only on what I found to be the key issues. I am not bound to explore or investigate wider issues at the request of either party. I am bound by the rules set down by the Financial Conduct Authority to determine complaints by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. That is what I have done here and reflects my statutory remit. Of course, my opinion may not marry with those of the parties, but complainants are not bound to accept any decision the ombudsman may reach.

As indicated above I have taken into account Mr A's response to my provisional decision. But none of the points raised or questions posed persuade me to depart from my provisional findings, which I adopt here.

My final decision

My final decision is that BUPA has made an offer of £50 which I find is fair in all the circumstances. So BUPA should pay Mr A £50 for the service failing indicated above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 July 2024.

Lindsey Woloski
Ombudsman