

## **The complaint**

Mr H and Mr F have complained that BUPA Insurance Limited (BUPA) asked Mr H unnecessary and intrusive questions when he used BUPA's webchat service to find out more information about the cover provided by his policy.

## **What happened**

Mr H contacted BUPA via an online webchat on 14 December 2023, asking for information about the cover provided by his policy. Mr H was unhappy with the response he received from the adviser, claiming that he had been asked irrelevant questions about his personal medical status. As such, Mr H and his partner, Mr F, raised a complaint with BUPA on the same day.

On 21 December 2023 BUPA upheld the complaint and offered £75 in settlement of it. Mr H and Mr F felt this sum did not reflect the distress that Mr H had suffered as a result of BUPA's actions, and so referred their complaint to this Service on 29 January 2024.

Our investigator upheld the complaint, and agreed that £75 was not sufficient compensation. Instead, our investigator recommended that BUPA pay Mr H and Mr F a total sum of £150 compensation.

BUPA did not agree with our investigator's findings or the recommendation for increased compensation. As the parties were unable to reach an agreement at this stage, the complaint was referred to me for a decision.

I issued my provisional decision in November 2024. I explained I didn't agree with our investigator's view of this case and that I didn't intend to uphold the complaint. In summary, having reviewed the transcript, I explained that I thought the interaction between Mr H and the BUPA adviser which formed the basis of the complaint was a result of an innocent misunderstanding of Mr H's initial question. I also noted this misunderstanding was quickly and politely remedied by the adviser at the first opportunity. I went on to explain that, in my view, this didn't amount to a business failing as such misinterpretations can happen in any human conversation, whether or not the individuals involved are interacting within a customer relationship.

As I couldn't see that the adviser in this case said or did anything inappropriate, or acted in anything but good faith, I explained I wasn't minded to uphold the complaint. I also clarified that, although I didn't doubt that Mr H had experienced genuine distress as a result of the interaction, I didn't think it reasonable to say that the adviser should've foreseen this distress as likely to arise as a result of their questions.

## **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.

Neither party has responded to my provisional decision with any further evidence or comments and the deadline for further submissions has now passed. Having reconsidered the complaint again in its entirety, I have reached the same decision as before, and for the same reasons.

### **My final decision**

I'm not upholding this complaint or making any award against BUPA Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mr H to accept or reject my decision before 14 January 2025.

A handwritten signature in blue ink, appearing to read 'E. Clare', with a small blue dot to the left of the first letter.

Ellie Clare  
**Ombudsman**