

Member of the public 11

7 December 2012

BUPA

In July 2012 BUPA reduced the fee they paid consultants for Cataract surgery from £741.00 to £289.00. BUPA did not write to advise us of any such changes, even though they undertook to do so in the terms and conditions of our membership.

My wife's eye sight has deteriorated significantly over the past year and she was advised this was due to cataracts. This year she agreed to have bilateral Refractive Cataract Surgery. She was advised to see a local Cataract consultant, who subsequently performed both operations.

Prior to visiting the consultant we contacted BUPA for authorization. We were told that that consultant was BUPA approved but that we would need to pay the surgeon £452.00 for each operation to cover the short fall in BUPA's (*new*) limit for these operations.

Our Membership year ended [redacted] and BUPA effectively changed the terms of our insurance policy without our knowledge prior to our renewal data, which is contrary to the terms of our Membership Agreement with BUPA – *See related page enclosed.*

As a result of BUPA's actions we were required to pay [over £900.00] to the consultant. This would not have been the case had these operations taken place prior to [redacted].

We wrote to BUPA stating that, in our opinion, they had violated the terms of our agreement. They replied saying the disagreed with our opinion.

We also believe that BUPA applied duress in acting in this way, as they held the balance of power, knowing that a moratorium transfer to another insurer would automatically exclude any existing conditions (including my wife's cataracts).

I would appreciate it if you would give this matter your consideration.

If you are unwell, you should not delay seeking **treatment** because of the impact it will have on your no claims discounts.

Discount level you are on	1	2	3	4	5	6	7
Discount you will receive	0%	5%	10%	15%	20%	25%	30%

Refund of subscriptions if your membership ends

If **your** membership ends for any reason **we** will refund any subscriptions **you** have paid which relate to a period after **your** cover ends.

If **your dependants'** membership ends for any reason **we** will refund any subscriptions **you** have paid in respect of that **dependant** which relate to a period after their cover ends.

Making changes

Changes we can make

We can change the terms and conditions of the membership at **your renewal date**. These changes could affect:

- How **we** calculate subscriptions, the amount **you** have to pay, how often **you** pay them and the method of payment, the no claims discount, (the cost of subscriptions has typically risen higher than the retail price index (RPI) over the same period, but this does not mean that they will increase by the same rate in the future), and
- The amount and type of cover provided under the **scheme**.

If **your** cover is arranged by a **group sponsor**, at **your renewal date we** may also change or withdraw the amount of any discount or preferential rates.

We can, at any time, change the amount **you** have to pay **us** in respect of IPT or any other taxes, levies or charges that may be introduced and which are payable in respect of your cover if there is a change in the rate of IPT or if any such taxes, levies or charges are introduced.

We will not add any **special conditions** to someone's cover for medical conditions that started after their **start date** provided they gave **us** all the information **we** asked for before their **start date**.

If **we** do make any changes to the terms and conditions of **your** members **we** will write to tell **you** at least 28 days before the change takes effect.

If **your** cover is arranged by a **group sponsor**, **we** may make changes to the terms and conditions of **your** members on **your renewal date** and if **you** do not accept any of the changes **you** can end **your** membership either:

- within 28 days of the date on which the change takes effect, or
- within 28 days of us telling **you** about the change,

whichever is later, and if **you** do end **your** membership within the 28 days **we** will treat the changes as not having been made.