846/10

Den 14. juni 2010 blev i sag nr. 76.772:

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xxxxxx

mod

Bupa Denmark Services A/S
Palægade 8
1261 København K

afsagt sålydende

k e n d e l s e :

_____

Klageren, som er ansat på en ambassade i Østeuropa, og som er sikret i medfør af en af det pågældende lands udenrigsministerium tegnet sygeforsikring i Bupa Denmark Services A/S til fordel for ansatte på ambassader i forskellige lande, er utilfreds med selskabets sagsbehandling.

Klageren har i en række klageskrivelser redegjort for sin utilfredshed med selskabets sagsbehandling i forbindelse med bl.a.

- At selskabet har taget kontakt til klagerens overordnede i forbindelse med behandlingen af hans klager, refusionsanmodninger mv. og dermed ulovligt har videregivet følsomme private oplysninger.
- At selskabet har ophørt med at betale klagerens udgifter til medicin mod svimmelhed og træthed i 2009.
- At selskabets sagsbehandling har været for langvarig, og at selskabets etiske og professionelle standarder er kritisable.

Klageren har i sin klage til nævnet anført, at han ønsker, at nævnet finder løsninger på de fremførte problemer, herunder at selskabet ophører med at kontakte hans overordnede, og at selskabet godtgør hans medicinudgifter i fuldt omfang.

I "Supplementary statement/information" vedlagt klagen har klageren bl.a. anført:

"Preliminary considerations
This complaint procedure is launched in accordance with article 19.1 of Policy Conditions in view of ihi Bupa's unsatisfactory response to my complaint of 24 March 2009 (enclosed herewith are both my initial complaint and the relevant response from the insurer). It covers issues related to my policy with ihi Bupa (No. …) therefore contains very confidential information. This clarification is necessary as the company has a negative record in teens of privacy and confidentiality and has also deliberately mixed up in its message of 26 March 2009 restricted information about my health with official information in the context of Agreement … between … Embassy in … and ihi Bupa. In view of the above, any attempts of ihi Bupa to involve my superiors in this complaint procedure will further aggravate the position of the company.
…
Legal and practical issues
After the signature of an initial group agreement in spring 2006 between IHI danmark and the … Ministry of Foreign Affairs, relevant competences (i.e. premium-related issues, notification about policyholders entering or leaving the group, etc) were transferred to the … Diplomatic Missions overseas. This modus operandi has started in mid-2006 and is still in place, which means that the … Embassies covered by ihi Bupa communicate directly with the company for all policy-related, administrative and financial issues.

As of January 2008 I am the representative of the … Embassy to … for Agreement …. In January 2009 our Embassy and ihi Bupa reached an agreement concerning the change of policy product.

In the group agreement is not foreseen any circumstances in which the insurer can communicate to others specific issues related to individual policies during ongoing memberships.

Right to privacy
Right to privacy is considered in jurisprudence primarily the right of the individual to determine what information about himself / herself may be communicated to others.

This right is enshrined in a number of international and European legal documents, in particular in the European Convention for the Protection of Human Rights and Fundamental Freedoms, which was formally incorporated into Danish law in 1992. The Danish legislation itself also protects the right to privacy. Moreover, health-related service providers such as ihi Bupa have moral and legal obligations to protect the privacy of their customers.

Major incidents in terms of breach of privacy and confidentiality
• In November 2006 the company sent a letter to the Embassy's address in which it was mentioned, inter alia, treatment by psychologists in spite of my previous requests to avoid sensitive information at the Embassy's address. Regretfully, this letter fell into the wrong hands. Unfortunately, the company has continued to keep in the system the Embassy's address in spite of my repeated requests. This issue has been brought again and again to the attention of IHI officers, but regretfully has been ignored from them several times.

• In January 2008 the company informed (ordered) me about some restrictions in communication modalities. These restrictions were not in line with the communication modalities indicated in policy conditions' brochure. No reason whatsoever was given to me for the above-mentioned restrictions. On the contrary, the company refused to dialogue with

me (ref my letter of 24 February 2008 to the Management Board) and even threatened the involvement of my employer (ref letter of IHI Customer Service Director of 14 March 2008). I warned the company that by opting to pressurize me via my employer it has entered into a futile and illegal path, but IHI continued undeterred in its authoritative approach. Four months later (28 July 2008) the company undertook concrete steps to impose on me its approach by contacting behind my back my immediate superior (Head of Mission). This action was in my view both illegal and mischievous for the following reasons:

1) *The Head of Mission (HoM) is neither my policyholder nor my employer;*
2) *The relevant legal framework does not foresee any communications in this regard;*
3) *I have not given my consent to disclose information about communication between me and IHI, including the letter of 14 March 2008, part of which was quoted verbatim in the message of 28 July 2008;*
4) *IHI did not even copy to me its correspondence with my immediate superior, breaching some basic moral and legal codes;*
5) *The major part of the information given to my superior was untrue;*

Regretfully, the company did not stop harassing me at my workplace even after receiving an answer from HoM in which my immediate superior has indicated the company his unwillingness to be further involved in this issue. On 13 August 2008 IHI contacted once more my immediate superior communicating him that the company was going to keep him update on developments" (again this communication was not copied to me).

On 27 August 2008 one of IHI managers (Ms I. ..) called me unexpectedly while I was holding an official meeting at the Embassy. I had not requested to be called; moreover the aforementioned officer raised her voice again and again during the conversation. This grave incident confirmed my previous concerns about the authoritative attitude of the aforementioned officer as well as reiterated the approach of the company to harass me at my workplace (the record of this phone conversation should be available at ihi Bupa).

• In its message of 26 March 2009 the company deliberately mixed up restricted information about my health with official information in the context of Agreement … between … Embassy in … and ihi Bupa, in spite of my previous requests and in spite of the fact that this message was supposed to be a response to my complaint related to my individual policy (ref. the subject line).

Moreover, in the same message, ihi Bupa informed me that 'copy of future e-mail correspondence regarding the Agreement … will be sent to the … Ministry of Foreign Affairs'. The company's intention to involve my capital is completely inappropriate for the following reasons:

I) *It will be illegal to convey to the … Ministry of Foreign Affairs restricted information about health / health-related expenses without previous consent. The company has already mixed up in two separate occasions health-related information concerning my policy with official information regarding Agreement … therefore it is likely that the same mix-up can happen in the future;*

II) *According to … legislation (probably also European legislation) health- related information is considered sensitive private data and should be protected accordingly;*

III) During the past three years all correspondence concerning Agreement … has been sent by the company to our Embassy and not to the Ministry (ref legal and practical issues mentioned above);

IV) Additionally, the relationship between our Embassy and … Ministry of Foreign Affairs in terms of health insurance is limited to the approval of annual funds (annual premium) from the Ministry;

V) Finally, in a customer-provider relationship, the provider should comply with the requests of the customers in terms of communication avoiding unsolicited correspondence. As of today (26 August 2009), ihi Bupa has not been requested either by the … Ministry of Foreign Affairs or the … Embassy to … to send correspondence to Tirana with regard to Agreement ….

In connection with the above-mentioned issues, I would kindly request that Ankenævnet for Forsikring criticizes the company with respect to past inconveniences in this regard and recommends to its managers to abandon their plans to send unsolicited correspondence to the … Ministry of Foreign Affairs.

<u>Interruption of reimbursement for over-the-counter medicine</u>
In November 2006 the company informed me that a Medical Statement containing the diagnosis of a new illness (BHS) should have been completed by my doctors before processing other claims. At that time … doctors were not able to diagnose this illness, which is quite rare. Accordingly, the company's request for the Medical Statement created the first financial difficulties, as I was carrying out several diagnostic tests at that time. In view of the fact that my policy is Medical History Disregarded, the company's request to complete as soon as possible the Medical Statement had not any practical effect except serving as a deterrent to my medical expenses.

Furthermore, during the period May - August 2007 the company delayed several times the reimbursement of my claims, in spite of my numerous reminders. These repeated delays created an extremely difficult financial situation for me: I was obliged to interrupt my treatment and to break a time-deposit. All these grave inconveniences are reflected in the correspondence between me and IHI. However, if Ankenævnet for Forsikring would consider appropriate to investigate this issue strictly from a financial point of view, I would be willing to grant another power of attorney.

After my repeated complaints, an agreement was reached in July 2007 between me and the company in terms of financial compensation for the grave inconveniences. This financial compensation was made up of two elements: 1) Interest rates added to the amount of delayed claims 2) Reimbursement of over-the-counter medicine (OCM) against dizziness and fatigue.

The second proposal came from the company itself, which later on specified that the total amount of reimbursements (prescribed or over-the-counter) should not exceed the annual maximum cover which is 800 EUR. Subsequently, reimbursements of OCM have been carried out during 21 months (July 2007 - March 2009).

During the process of transfer of portfolio insurance to Bupa Ltd (autumn 2008), I asked the company whether the specificities (OCM benefits) of my own policy would have been preserved and IHI confirmed the continuation of the reimbursements of OCM against dizziness and fatigue (enclosed herewith is its message of <u>13 November 2008).</u> The

reimbursement of OCM for 2009 was also reconfirmed verbally in January 2009 by the company during the premium-related discussions (ref my phone conversation with Ms L. … on 27 January 2009).

In spite the aforementioned promises, on 24 March 2009 the company deliberately failed to reimburse an OCM for the period 1 January 2009 - 14 March 2009. During the month of April 2009 ihi Bupa's position in this regard became more inconsistent, as it reimbursed all OCM for the period 1 January 2009 - 10 April 2009. After my repeated requests for clarity, in May 2009 the company withheld the amount of OCM reimbursed in April and informed me that interruption of OCM has taken place as of 26 March 2009. It is regrettable that the position of the company on this issue has changed four times within seven months (November 2008 - May 2009), ref. my message of 28 April and ihi Bupa's message of 7 May 2009.
Obviously, the sudden and unmotivated interruption of promised benefits has negatively affected my finances and in my view is not in line with the Danish regulations regarding good business practice, for instance Guideline …. The company's promise in this regard was an important aspect for the renewal of the insurance for the period 1 January 2009 - 1 January 2010, considering that ihi Bupa has almost doubled its annual premium for the current year (many … Diplomatic Missions overseas have not renewed their insurance with ihi Bupa in view of the sharp increase of the premium). In practice, the interruption of promised benefits for my policy means that ihi Bupa has cheated one of the four policyholders of Embassy until has received the annual premium (more than 24 000 EUR) then has abruptly broken its promise.

Accordingly, I am kindly asking full reimbursements of my invoices (including OCM against dizziness and fatigue), in line with the reimbursements of last year and in accordance with the company's pledge taken a few months before the aforementioned interruption.

<u>ihi Bupa's stance towards reimbursements in a wider context</u>
The official time-limit set by ihi Bupa for routine reimbursements of out-patient claims is very long. Initially this time-limit was maximum 21 days, then it became longer. More specifically, before July 2007 in the Policy Administration was written that 'the expenses will be reimbursed 3 weeks after IHI has received the claim - <u>at the latest'.</u> Since July 2007 up to now, in the same document is stated that 'the expenses will be reimbursed <u>approximately</u> 3 weeks after we have received the claim' (ref. the enclosed document on Policy Administration).
Conversely, other international companies guarantee faster handling of the claims and most of them are even further shortening their time-limit for reimbursements. For instance, Allianz Worldcare Ltd guarantees claim processing within 48 hours, apart form offering the option of direct settlement (ref. enclosure). Other health insurance companies have a time-limit for routine reimbursements between 2 and 7 days. The prompt claim- handling procedures ensure that customers receive their reimbursements only a few days after they have sent the relevant claims, enabling them to regularly continue their treatment.

More importantly, in practice sometimes it takes even longer than 21 days for ihi Bupa to reimburse routine out-patient claims. Several reimbursements related to my policy have required more than 21 days. The company itself has informed me that in summer of 2007 it has delayed reimbursements for other customers from … Diplomatic Missions overseas (ref. message of Ms. K. … of 13 July 2007). I have received the same information from my colleagues. It is very likely that other customers from other countries have experienced and/or are experiencing similar inconveniences.

Finally, the Danish Insurance Legislation (FAL) specifies that insurance companies are obligated to add interest rate to the final reimbursement if the claim-handling is prolonged unnecessarily more than 14 days upon receipt of the claims. However, ihi Bupa never provides its customers with this important information.

In view of the above, I would appreciate if Ankenævnet for Forsikring could recommend to ihi Bupa to rectify (shorten) both its written and its practical time frame for reimbursements of routine claims for all its customers.

Other inconveniences
Apart from the grave inconveniences related to delayed reimbursements (December 2006 - August 2007), the major concerns related to privacy (March 2008 - ongoing) and financial losses due to interruption of reimbursement of OCM (March 2009 - ongoing), I have also experienced a host of other inconveniences such as:

• Over the course of my membership the representatives of the company have conveyed to me false/inconsistent information and have broken their promises in at least 15 (fifteen) occasions. Sometimes ihi bupa's representatives have conveyed different false information for the very same issue e.g in February 2009 they 'informed' me that the duration of a bank transfer between Denmark and … has been tripled since the time of their previous 'information' in this regard (June 2008), ref. enclosed messages. Moreover, during this year representatives of the company have deliberately made false promises in several occasions e.g. promise of 24 February 2009 in terms of response from Mr. M. …, promise of 22 May 2009 in terms of phone call from Ms S. …, etc. A host of inconveniences has occurred in terms of verbal communication, in particular during the past 18 months. Regretfully, most of them have been caused deliberately by the company. All these inconveniences have also a financial cost (phone bills) therefore in case the company will continue to refuse to keep its promise concerning reimbursements of OCM, I would request the reimbursement for all the phone calls during which I have not been serviced properly or nor serviced at all. Furthermore, 1 would request that Ankenævnet for Forsikring criticizes the deplorable level of service delivered to me by ihi Bupa.

• In the website of the company there is a service called myPage where customers are supposed to have all the documents they receive from the company, all their reimbursement statements, etc. There have been several inconveniences in this regard, e.g. refusal on the part of the company to place some documents in myPage, refusal to make corrections to reimbursement statements, unauthorized changes of my personal data, etc. In connection with this issue, I would like to request once again that the company places in myPage its letters of 14 March 2008 and 15 May 2008. Ihi bupa's attitude towards this issue has been preposterous, therefore the company should either comply with my request or convey me via Ankenævnet for Forsikring its unwillingness to deal seriously with this issue.

• In spite of the fact that I have already explained to the company that I am obliged to join the same health insurance company that covers my colleagues of the Embassy (ref. my message of 16 September 2008 to Ms P. …), this spring ihi Bupa proposed once again to cancel my individual policy, informing me on 18 May 2009 that they wished to send back my premium and cancel my policy as of 1 June 2009. Additionally, the company stated that it was going to contact the … Ministry of Foreign Affairs in order to explain this matter. In connection with this issue I would like to request that the company refrains from repeating the same absurd proposal. In case ihi Bupa wishes to cancel my policy, it has only one option: to cancel <u>without explanations</u> the group agreement in December 2009."

Ved skrivelse af 14/9 2009 til nævnet har selskabet hertil bl.a. bemærket:

"Klager er dækket hos Selskabet under en gruppepolice som er indgået mellem International Health Insurance danmark a/s (nu ihi Bupa/Selskabet) og the … Ministry of Foreign Affairs (forsikringstager) (aftalen er vedlagt). Under denne aftale har the … Ministry of Foreign Affairs valgt at sikre medarbejdere på … ambassader i forskellige lande. Klager er ansat på den … Ambassade i …, som således er klagers arbejdsgiver. Klager er således ikke selv forsikringstager, men sikret under den pågældende police.

Derudover skal Selskabet kommentere klagers enkelte klagepunkter i samme rækkefølge som klager har anvendt.

Første klagepunkt
Den pågældende forsikringsaftale har været i kraft siden 1. juni 2006 mellem the … Ministry of Foreign Affairs (forsikringstager) og ihi Bupa (Selskabet).

Idet forsikringstager og aftaleunderskriver som nævnt ovenfor er the … Ministry of Foreign Affairs er Selskabet berettiget til at sende dokumenter og korrespondance vedrørende aftalen til forsikringstager, som ikke indeholder helbredsoplysninger eller andre følsomme oplysninger omkring de sikrede.

For så vidt angår administrationen af denne police, skal Selskabet oplyse, at administrationen af denne aftale er kendetegnet ved at der har været væsentligt mere detailadministration end det normalt ses på gruppeaftaler. Rent administrativt burde denne forsikringsaftale ikke være tung at administrere, idet det som erhvervspolice drejer sig om månedlige rutineafregninger, ændring af praktiske detaljer så som ændring af e-mail adresse, telefonnummer og adresseændring på policen. På denne aftale har klager tillige henvendt sig vedrørende praktiske detaljer omkring Den … Ambassade i …. En søgning på modtagne e-mails for et år fra den 4. september 2008 til 4. september 2009 angiver, at Selskabet i den periode modtog 218 e-mails fra klager til diverse servicebehandlere, og ofte til adskillige e-mailadresser på en gang, samt til Forsikring & Pension, Etisk Råd, Finanstilsynet, Økonomiministeriet, Datatilsynet, Forbrugerombudsmanden m.v. (eksempler vedlagt) Derudover registrerede Selskabet 18 klager sendt til Selskabets e-mail klageboks, complaint@ihi.com, i tidsrummet fra august 2008 til maj 2009, tillige fra klager.

Grundet hvad Selskabet tolkede som væsentlig utilfredshed med Selskabets administration, besluttede Selskabet at kontakte forsikringstageren for at kunne se, om der kunne findes en løsning på dette og om man derved kunne nedbringe antallet af e-mails og klager.

Andet klagepunkt
The … Ministry of Foreign Affairs - og dermed klager som sikret - har udtaget et 'First Choice' produkt, som er et produkt rettet mod virksomheder. Under dette produkt er der dækning for medicin og medicinsk hjælpeudstyr, samt - i henhold til gældende refusionstakster for 2009 - en maksimum dækning på EUR 800 for receptpligtigt medicin og hjælpeudstyr. Medicin, som kan købes uden recept, er ikke dækket (se bilag First Choice - List of Reimbursement & Policy conditions).

Idet klager havde været meget utilfreds med Selskabets service i forbindelse med skadesafregning i sommeren 2007 forsøgte Selskabet at afhjælpe situationen ved at betale en rente på 7% i forbindelse med forsinket afregning på fire skader. Ydermere blev klager tilbudt kulant refusion af ikke receptpligtigt medicin for diagnose træthed og svimmelhed.

Der er pr kulance blevet refunderet ikke-receptpligtigt medicin frem til advisering i e-mail dateret den 26. marts 2009 (se bilag) hvor Selskabet traf beslutning om at stoppe disse kulanceudbetalinger. Klager har kulant fået refunderet totalt … svarende til ca. EUR 264 for policeåret 2008 (01.01.2008-01.01.2009) i forbindelse med indsendelse af regninger for ikke receptpligtigt medicin. Alle øvrige sikrede under denne aftale får udelukkende refunderet receptpligtig medicin i henhold til gældende police betingelser og refusionstakster.

Tredje klagepunkt
Klager påtaler også Selskabets lange afregningstid. Selskabet skal i den forbindelse medgive, at afregningstiderne i 2006 og 2007 var længere end hvad der normalt var forventeligt og ønskeligt fra Selskabets side, men mener i øvrigt at dette problem blev løst tilbage i 2007. For 2008 og fremad er Selskabets afregningstid under tidsgrænsen på 14 dage, jf FAL. Nedenfor ses afregningshastighed for seneste skader:

Skade modtaget:	12.02.2008	Afregnet:	15.02.2008
Skade modtaget:	16.02.2008	Afregnet:	04.03.2008
Skade modtaget:	01.04.2008	Afregnet:	07.04.2008
Skade modtaget:	08.04.2008	Afregnet:	14.04.2008
Skade modtaget:	29.04.2008	Afregnet:	05.05.2008
Skade modtaget:	20.05.2008	Afregnet:	26.05.2008
Skade modtaget:	07.07.2008	Afregnet:	09.07.2008
Skade modtaget:	14.07.2008	Afregnet:	17.07.2008
Skade modtaget:	08.10.2008	Afregnet:	15.10.2008
Skade modtaget:	02.12.2008	Afregnet:	09.12.2008
Skade modtaget:	17.03.2009	Afregnet:	24.03.2009
Skade modtaget:	14.04.2009	Afregnet:	24.04.2009
Skade modtaget:	11.05.2009	Afregnet:	12.05.2009
Skade modtaget:	27.08.2009	Afregnet:	04.09.2009

Derudover har selskabet følgende kommentarer til dokumentet 'supplementary statement / information'

'Preliminary Considerations':
Det er Selskabets opfattelse, at selskabets e-mail dateret 26. marts 2009 var svar på de klagepunkter, som klager havde anført i sin klage fra den 24. marts 2009. I svaret oplyses, at fremtidig korrespondance, der vedrører aftalen for den … Ambassade i … vil blive sendt i kopi til forsikringstager. Korrespondance vedrørende selve aftalen indeholder ikke fortrolige eller følsomme oplysninger om de enkelte sikrede.

'Legal and Practical Issues':
Forsikringsaftalen er som nævnt udtaget mellem the … Ministry of Foreign Affairs (forsikringstager) og Selskabet. Under denne aftale har … Ministry of Foreign Affairs valgt at sikre medarbejdere på … ambassader i forskellige lande. Klager er ansat på den … Ambassade i ….

Kommunikation vedrørende praktiske detaljer om den enkelte ambassade under aftalen foregår mellem den enkelte ambassade og Selskabet. Forsikringsstager, ambassadesekretæren eller ambassadøren m.v. kan henvende sig med eksempelvis oplysning om oprettelse af en ny sikret eller en meddelelse om en kancellering af en sikret, som fx måtte være holdt op med at arbejde på ambassaden. Der er ikke truffet aftale mellem Selskabet og Forsikringstager (the … Ministry of Foreign Affairs) om udnævnelse af nogle repræsentanter,

Major Incidents in Terms of Breach of Privacy and Confidentiality

I november 2006 var klagers adresse noteret som adressen på Den … Ambassade i …, hvilket er helt normalt for erhvervs- og gruppepolicer. Af samme årsag blev brev dateret 9. november 2006 adresseret til klager på denne adresse. Udstedelse af ny forsikringsdokumentation til klager den 5. juli 2006 er også udstedt til denne adresse, idet al forsikringsdokumentation vedrørende de enkelte ambassader bliver udstedt med ambassadens adresse, hvis ikke andet anføres ved oplysning om udstedelse af forsikring.

I 2007 valgte klager at overgå som sikret til at blive online kunde (se bilag). Når man overgår til at være online kunde accepterer man, at man som online kunde ikke modtager nogen form for trykt skriftlig korrespondance eller dokumentation m.v. fra Selskabet. Når et nyt brev skrives adviseres kunden med en standard e-mail, som oplyser, at kunden kan logge sig på Selskabet's hjemmeside og læse og printe egne dokumenter på MyPage, hvor kunderne logger sig på med kodeord.

I januar 2008 blev klager anmodet om at henvende sig til enten servicechef L.… eller souschef I. … med sine spørgsmål, da Selskabet var af den opfattelse, at disse personer ville være bedst egnede til at besvare klagers stigende utilfredshed med Selskabets service. Igen - i et forsøg på at imødegå denne utilfredshed - henvendte souschef I. sig i juli 2008 og i august 2008 til Den … Ambassade i … i håb om at komme frem til en løsning på det stigende antal klager og e-mails, samt for at få etableret retningslinier for den fremtidige kommunikation mellem Ambassaden, de sikrede og Selskabet.

I svar fra den 26. marts 2009 oplyses Klager om, at der fremsendes en kopi af fremtidig korrespondance vedrørende den … Ambassade i … til forsikringstager. Korrespondance vedrørende den samlede aftale i [landet] på 4 policer vedrører naturligvis ikke helbredsoplysninger eller private oplysninger på en enkelte sikrede, men vedrører korrespondance om den samlede aftale.

'Interruption of Reimbursement for over the Counter medicine'
Klager påtaler, at Selskabet har fremsendt en formular til indhentning af lægelige oplysninger den 9. november 2006 vedrørende medicinsk diagnose. Selskabet medgiver, at fremsendelse af denne formular til indhentning af lægelige oplysninger vedrørende medicinsk diagnose var en fejl fra Selskabets side, idet præ-eksisterende sygdomme er dækket under aftalen.

Derudover kan Selskabet oplyse, at Selskabet i sommeren 2007 betalte renter på 7% i forhold til sen afregning på 4 indsendte skader i perioden maj 2007 til august 2007, svarende til et beløb af EUR 154,00. Desuden blev Klager tilbudt kulant refusion af ikke receptpligtigt medicin for træthed og svimmelhed.

Den 26. marts 2009 besluttede Selskabet at stoppe kulant refusion af ikke receptpligtigt medicin for så vidt angår klager for at refundere alle sikrede under aftalen ens, og i henhold til gældende forsikringsbetingelser.

Som tidligere beskrevet udgjorde refusion af ikke receptpligtig medicin til Klager EUR 264 for perioden 01.01.2008 til 01.01.2009. Det er efter Selskabets opfattelse svært at forestille sig, at dette beløb skal have været et vægtigt argument i forbindelse med fornyelse af aftalen for 2009. Præmiestigning for 2009 var begrundet i en høj skadesstatistik samt det forhold, at antallet af ansatte som var forsikret under aftalen ultimo 2008, var næsten på det halve i forhold til den i aftalen foreskrevne minimumstørrelse på 100 ansatte (jf punkt 1 i aftalen).

'ihi Bupa's Stance Towards Reimbursement'
Afregningstiden på Klagers skader er beskrevet ovenfor.

'Other Inconveniences'
Da Klager skulle foretage en bankoverførsel vedrørende præmien for 2009 fra den … Ambassade i … udviste Selskabet naturligvis forståelse for, at det tager tid at få frigivet budget fra the … Ministry of Foreign Affairs. Præmien var forfalden til betaling pr. 15. januar, men præmiebetalingen blev forsinket indtil 17. februar, hvor Selskabet adviseres per e-mail om overførselen, hvilket Selskabet takkede for. Selskabet er derfor af den opfattelse, at Selskabet i perioden mellem den 15. januar og 17. februar udviste forståelse overfor Klager i forbindelse med den langsommelige og forsinkede præmieindbetaling.

Den indkomne præmie registreres i Selskabets regnskabssystemer af Selskabets regnskabsafdeling den 26. februar, og den 27. februar fremsendes præmiekvittering til klager, hvilket udløser en klage til Selskabet fra klager over for langsomme registrering af præmieindbetaling samt for falske oplysninger

i forbindelse med hvor lang tid en bankoverførsel fra [landet] tager.

Selskabet har størstedelen af fornyelser af policer og aftaler i begyndelsen af årsskiftet, og antallet af indkomne præmiebetalinger er stort, hvilket bevirker at det tager tid at finde og registrere præmieindbetalinger. Endvidere kan bankoverførsler til og fra Europa variere i tid.

Vedrørende løftebrud og forsætligt løftebrud vedlægges e-mail korrespondance, hvori Klager bliver lovet af Selskabets klageansvarlige at blive ringet tilbage af en bestemt sagsbehandler fredag den 22. maj. Pågældende sagsbehandler skriver en e-mail til Klager selvsamme fredag den 22. maj og oplyser, at det desværre ikke er muligt at ringe til Klager førend tirsdag i den efterfølgende uge. Årsagen hertil er, at pågældende sagsbehandler ikke fysisk til stede er på Selskabet's kontor, men arbejder hjemmefra fredage og mandage, og derfor ikke kan ringe kunder op i udlandet på disse dage. Det er klagers opfattelse, at den pågældende medarbejder er blevet beordret til ikke at ringe tilbage, hvilket stærkt bestrides af Selskabet, idet årsagen er som angivet ovenfor (se bilag). Det er i øvrigt Selskabets opfattelse, at det ikke er i strid med en given forsikringsaftale at meddele en kunde, at en opringning ikke kan finde sted som vilkårligt ønsket af en given kunde, idet dette ikke ville tillade Selskabet den fornødne frihed til selv at prioritere egne ressourcer og opgaver.

For online kunder vises alle kundens egne dokumenter på Selskabets hjemmeside under funktionen 'MyPage', hvortil hver enkelt kunde har adgang via et personligt password. Selskabet skal i den forbindelse bekræfte, at to af Klagers dokumenter dateret den 14. marts 2008 og dateret den 15. maj 2008 af IT¯mæssige årsager desværre ikke kan lægges på hjemmesiden. Selskabet har sendt Klager en fysisk kopi af disse dokumenter.

Da det står klart for Selskabet, at det kan have svært ved at leve op til klagers forventninger, har Selskabet tilbudt klager, at denne kan opsige sin forsikring uden sædvanligt varsel. Klager har dog ikke ønsket at gøre brug af Selskabets tilbud om kancellering af forsikringen.

Det er Selskabets opfattelse, at Selskabets opførsel i forbindelse med Klagers ovennævnte klagepunkter ikke kan kritiseres."

Ved skrivelse af 30/10 2009 har klageren fastholdt, at selskabet ved flere lejligheder har videresendt fortroligt materiale om ham til hans arbejdsgiver, samt at selskabet ved hans telefoniske henvendelser har anvendt en afvisende tone I skrivelsen har klageren afslutningsvis præciseret sine krav som følger:

> "In view of the above comments, my complaint of 26 August 2009, the company's response of last month and the relevant evidence presented so far by both sides in this dispute, I would like to reformulate my requests as follows:
>
> *First complaint* The Board criticizes the company with respect to privacy-related inconveniences in the past and recommends its managers to abandon their plans to send unsolicited correspondence to the … Ministry of Foreign Affairs (your decision might serve also as a deterrent in eventual future situations).
>
> *Second complaint* Your organization advises ihi Bupa to fully reimburse my claims (including OCM against dizziness and fatigue), in line with the reimbursements of last year and in accordance with the company's pledge taken a few months before the interruption.
>
> *Third complaint*
> • The Board criticizes the company about its request of 9 November 2006 concerning the Medical Statement, as this request contravened my Policy Conditions and created a very unpleasant situation;
> •The company is criticized by the Board about its repeated practices of unduly prolonged reimbursements (beyond the time-limit of 14 days set by the Danish Insurance Legislation) and is advised by you to shorten both its written and its practical time frame for reimbursements;
> • The Board criticizes the deplorable level of service delivered to me by ihi Bupa, in particular the numerous inconveniences related to verbal communication. In case the Board will decide that the company has not treated me fairly with regard to phone inquiries, I would leave at the discretion of the Board to determine a symbolic reimbursement from ihi Bupa in connection with financial losses (phone expenses) caused from the company's unprofessional approach. I do not request that this reimbursement goes necessarily to my bank account: it might also serve to cover administrative expenses carried out by Ankenævnet for Forsikring in connection with the handling of this complaint (in case this practice exists in Denmark);
> • The Board advises ihi Bupa to place in myPage the letters of 14 march 2008 and 15 May 2008, in case the company does not give further details about the so-called Information Technology reasons;
> • The company is criticized by the Board about its repeated practices of conveying false, misleading and/or distorted information. In this context, in view of the fact that sides in this dispute are telling completely different versions of the unfortunate events of 22 May 2009, I would suggest that the Board requests ihi Bupa to provide you with the records of phone communication between me and the representatives of the company on that day, in order to have an objective source of information."

Ved skrivelse af 19/11 2009 til nævnet har selskabet hertil bl.a. bemærket:

> "Afslutningsvis skal Selskabet fremføre at dialogen med Klager fra starten har været kompli-ceret, og det har ikke været muligt at løse de problemer, der er opstået undervejs, på en

konstruktiv måde. Det er fortsat Selskabets opfattelse, at Selskabets opførsel i forbindelse med Klagers klagepunkter ikke kan kritiseres."

Klageren har endvidere tilskrevet nævnet i skrivelse af 18/12 2009 og selskabet har ved skrivelse af 20/1 2010 svaret.

Af forsikringsbetingelserne fremgår bl.a.:

"**Medicines and drugs**
Prescibed medicines and drugs …
Medicine which could have been purchased without a prescription is not covered."

Nævnet udtaler:
Nævnet har gennemgået sagens materiale og har noteret, at selskabet har beklaget, at selskabet i 2007 havde en meget lang sagsbehandlingstid og på denne baggrund har tildelt klageren renter, samt at selskabet har beklaget andre sagsbehandlingsfejl. Efter sin gennemgang af sagen finder nævnet i øvrigt ikke anledning til at kritisere selskabets sagsbehandling.

Herefter, og idet nævnet ikke finder at kunne kritisere, at selskabet har afvist at refundere klagerens udgifter til ikke-receptpligtig medicin, uanset at selskabet i en periode har godtgjort hans udgifter herfor pr. kulance,

b e s t e m m e s :

Klagen kan ikke tages til følge.

Poul Sørensen

13. 76.772