885/12

Den 1. februar 2012 blev i sag nr. 80.742:

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xxxxxxxx
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mod

Bupa Denmark Services A/S
Palægade 8
1261 København K

afsagt

k e n d e l s e :

_____

Forsikringstageren og dennes hustru og to voksne børn har sygdomsforsikring i Bupa Denmark Services A/S. Han klager over, at selskabet - især efter overgangen fra IHI Danmark til Bupa Denmark Sevices - har foretaget meget voldsomme præmieforhøjelser.

Selskabet har afvist at imødekomme klagerens krav med henvisning til, at præmiestigningerne reflekterer de øgede risici i gruppen, ligesom selskabet har henvist til, at stigningerne er foretaget i overensstemmelse med det anførte i forsikringsbetingelserne.

Over for nævnet har klageren i klageskema af 18/8 2011 anført:

"**1. Statement of claim, a brief outline of the case …**
…
I joined IHI/Bupa In……. Swiss Medical plan in 2004 for my family and I. IHI Denmark then war acquired by Bupa in 2005. Since then, the annual premiums have increased at a compound annual growth rate of + 14,5 % increasing the actual premium for my wife and I from US$2478 in 2004 to $6071 in 2011, per person, prior 70 loading for pre-enisting conditions. While IHI/Bupa insists the high annual premium increases are due to (medical) inflation premure as well as increased we of diagnostic tests, increases surgeries etc. It would appear that the annual increases are well beyond that and are also significantly driven by increasing profit margins since Bupa acquires IHI Denmark.

2. What specifically is it you want the insurance company to do? …

A) A Significant and permanent reduction in the basic premium charges since 2005, with annual increase from the 2005 - 2011 period 'capped' at no more than 10%/yr cage, instead of 14,5 % applies on average now.
b) An annual increase in the maximum benefit now payable per person per policy year of US$ 1.5 million, to be corrected for inflation by the sade percentage as annual premium increase."

Selskabet har over for nævnet i brev af 5/9 2011 afvist at imødekomme kravene og har til støtte herfor bl.a. anført:

"**Premium Increases**
Article 11.1 of the policy conditions state:

Art. 11 Payment of premium
11.1: Premiums are determined by the Company and shall be payable in advance.
The Company adjusts the premiums once a year as from the anniversary date on the basis of changes in the cover and/or the loss experience in the insurance class during the previous calendar year.

11.2: The premium is age-related and will therefore also be adjusted on the first due date after the insured's birthday.

Accordingly, every year the premium for the following year has been determined based on changes in cover and the loss experience. In addition, the premium will be adjusted based on the age of the insured as well as any choices the insured make with regard to deductible (higher deductible, lower premium) or modules (more modules, higher premium).

For the policy years in question, our files show the following increases for the type of plan held by … [klageren]:

Hong Kong ISM Complete Plan Loss Ratio and Price Increases By Year

Year	Price Increase	Loss Ratio
2003	-	0*
2004	5%	+51%
2005	9,5%	+14%
2006	14,9%	+20%
2007	13,6%	-7%
2008	11,7%	+22%
2009	16,7%	+6%
2010	9,8%	+11%
2011	10,4%	+14%

*Year 2003 set at 0 for comparative reasons.
** Increases shown are overall averages - actual increases can vary by age band and deductible.

As you will note, the increases in loss ratio have been significantly higher than the corresponding increases in premium for this plan - and when taken for the entire period show

a loss to the company, ie where additional premium increases could have been applied based on the loss ratio but which was not applied.

We also attach an overview of the premiums paid by Mr …[klageren] and his family. For some years, the premiums are regrettably not easy to compare due to changes in cover, changes in deductible and changes in age band. It should be clear though that the increases overall do not add up to the actual loss ratios shown above.

On a general note, please be advised that the most significant premium increases are seen when moving from a child age band into an adult age band and when moving from age band 55-59 to age bands 60+. The premiums for the relevant age band to some extent reflect the increase in risk and the corresponding high loss ratio for those age bands. We would, however, like to point out that the premiums for the 60+ age bands do not fully reflect the higher risk and loss ratio as quite some 'discount' has been applied for that age group.

Finally, please be advised that as we appreciate Mr …[klagerens] concern about the premium increases, Mr … [klageren] has in fact been offered a 10% premium discount for his and his family's premium for the duration of his policy with us.

Accordingly, it is our view that the premium increases applied to Mr … [klageren] policy are fully substantiated by the 'changes in the cover and/or the loss experience in the insurance class'.

Increases in maximum benefit
The policy holder is also requesting an increase in the annual maximum benefit rates corresponding to the annual premium increase.

In that connection it is the company's view that the way the individual insurance product is structured is a decision to be taken by the company and whilst there may be an apparent connection between the two, premium increases are applied against increasing medical expenses as reflected in the loss ratio of the individual product, as well as against changes in cover and other improvements. There is therefore no basis for making this connection and we respectfully have to reject this claim."

Nævnet udtaler:

Efter sin gennemgang af sagen finder nævnet, at selskabet i forbindelse med præmieforhøjelserne har forholdt sig i overensstemmelse med de gengivne forsikringsbetingelser, idet selskabet har ændret præmien på baggrund af ændringer i dækningen - herunder aldersbetingede stigninger - ligesom præmieforhøjelserne afspejler forsikringsgruppens skadeforløb i det foregående kalenderår.

Med hensyn til klagerens krav vedrørende øget dækningsomfang svarende til præmiestigningen finder nævnet, at selskabet har været berettiget hertil af de grunde, selskabet har anført.

Som følge heraf

b e s t e m m e s :

Klageren får ikke medhold.

Poul Sørensen

udskriften bekræftes

Henning Jønsson