888/12

Den 14. marts 2012 blev i sag nr. 81.033:

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mod

Bupa Denmark Services A/S
Palægade 8
1261 København K

afsagt

k e n d e l s e :

_____

Forsikrede er omfattet af en sundhedsforsikring i Bupa Denmark Services A/S. Han klager over selskabets afvisning af at dække udgifter til en laseroperation, der er udført med henblik på korrigering af nærsynethed.

Selskabet har afvist at yde forsikringsdækning med henvisning til forsikringsbetingelsernes § 8, stk. 1, litra a, hvoraf det fremgår, at forsikringen ikke dækker udgifter til kosmetisk operation og behandling, medmindre den er medicinsk nødvendig og ordineret af en læge.

Af klageskemaet, der er underskrevet af klageren den 4/10 2011, fremgår bl.a.:

> "1. Statement of claim, a brief outline of the case. …
> As I had high myopia (-6,75 and -7,00) I decided to do the lasik operation.
> After the operation, the Insurance Company refused to pay me on the basis that the lasik operation is a cosmetic surgery.
> The Insurance Company admitted that their policy should have mentioned lasik in its 'exceptions for compensation' but the truth of the matter that they did not mention it.
>
> 2. What specifically is it you want the insurance company to do? …

I would like the Insurance Company to reimburse me the cost of ultra-lasik operation AED 13.600. This is on the basis that this type of operations has not been specially mentioned as an exception. …"

Heroverfor har selskabet i brev af 14/11 2011 til nævnet bl.a. anført:

"The Complainant has complained as ihi Bupa (the Company) has denied covering a lasik surgery to correct myopia (-6,75 dioptry on one eye and -7,00 on the other eye).

ihi Bupa (the Company) has denied coering the costs for the surgery referring to existing policy conditions, Article 8.1, a) Exceptions for compensation (see enclosed Policy conditions, … Expatriate Medical Insurance). According to this policy condition cosmetic surgery and treatment are not covered unless medically necessary and prescribed.

ihi Bupa (the Company) must stress that a laser surgery to correct a myopia with dioptries on respectively -6,75 and -7,00 is not medically necessary as such a myopia can efficiently be corrected with glasses or contact lenses. Glasses and contact lenses are also covered under the Complainant's insurance according to our valid reimbursement tariffs (see enclosed List of Reimbursements, Philip Morris Expatriate Medical Insurance).

ihi Bupa (the Company) has informed the Complainant that a laser surgery to correct myopia with a dioptry of - 7,00 is considered cosmetic and thus falls under Article 8.1,a) Exceptions for compensation.

Furthermore, ihi Bupa (the Company) has informed the Complainant that the Complainant's employer, … (the Policyholder) is aware that laser surgeries to correct myopi (unless medically necessary) are not covered under this group policy.

Finally, ihi Bupa (the Company) has wished to precise the coverage of eye surgeries in the policy conditions, and the Complainant has been informed of this. The new wording in the policy condition, Exceptions for compensation Art. 8.1 o) which has been approved by … (the Policyholder) and which will be included in the new [Policyholder] policy conditions will be as follows:

'treatment or surgery to correct refractive errors in your eyesight (due to e.g. myopia, hyperopia/hypermetropia, astigmatism and presbyopia) such as laser treatment, refractive keratotomy and photorefractive keratectomy, clear lens extraction or accomodative intraocular lenses, unless medically necessary'.

It is the Company's opinion that the Company's conduct in connection with the Complainant's complaints cannot be criticized."

Nævnet har fået forelagt de bilag, parterne har fremlagt.

Af forsikringsbetingelserne fremgår bl.a.:

"**Art. 6 What is covered by the insurance?**
6.1: The insurance shall cover the medical expenses incurred by the insured in accordance with the cover chosen and the applicable reimbursement rates.
…

Art. 8 Exceptions for compensation.
8.1: The Company shall not be liable to pay compensation for expenses which concern, are due to or are incurred as a result of:

a) cosmetic surgery and treatment unless medically necessary and prescribed,
b) …"

Nævnet udtaler:

Efter sin gennemgang af sagen finder nævnet at måtte lægge til grund, at behandlingen ikke har været medicinsk nødvendig. Det er på den baggrund nævnets opfattelse, at behandlingen hovedsagelig må karakteriseres som kosmetisk. Nævnet finder herefter ikke grundlag for at kritisere, at selskabet har afvist at yde forsikringsdækning som sket.

Som følge heraf

b e s t e m m e s :

Klageren får ikke medhold.

Svend Bjerg Hansen

Udskriftens rigtighed bekræftes

Henning Jønsson