910/13

Den 4. marts 2013 blev i sag nr. 83.023:

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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 har tegnet individuel helbredsforsikring - International Health and Hospital Plan - i Bupa Denmark Services A/S. Han klager over størrelsen af det beløb, som selskabet har refunderet i forbindelse med en anmeldt helbredsundersøgelse.

Klageren kræver, at selskabet skal refundere den fulde undersøgelsesudgift på i alt ca. 7.847 USD. Selskabet har henført undersøgelsen til dækningen "Medical Check-Up all inclusive" og har på baggrund heraf refunderet 300 USD svarende til den årlige maksimumdækning. Det er selskabets opfattelse, at det har ydet dækning i overensstemmelse med forsikringsbetingelserne.

I klage modtaget af nævnet den 6/8 2012 hedder det bl.a.:

> "I am objecting against IHI interpretation of 'Medical check up' only because the hospital sells the series of examinations and procedures as 'Executive check up' in-patient package. It was nonetheless, based on a Physicians prescription and not on my own accord 'to get a state of my health'. The Physician could have also prescribed the examinations individually on out-patient basis which may have been more costly.
>
> Also IHI statement that:
>
> 'There is no medical related treatment performed to cure or treat a specific diagnosis'

is simply incorrect. As a result of the examinations I was treated for Entamoeba, and a Thyroid condition. Further, an Angiogram was done as a result of the Cardiac Arrhythmia finding during the 24 hour holter monitoring.

The coverage amount alone of only $300.00 per year for 'Medical Check-up' clearly refers to a Doctor visit where the Doctor performs a 'check-up' in his office without prescription for further examinations. In most countries $300.00 would not even buy one Doctor visit and one scan.

In my case, I did have Doctor prescribed laboratory test, analysis, X-Ray, Scan and Endoscopic examinations etc. and for the reimbursement thereof, it should not matter whether the hospital calls it 'Executive Check-up'. It is clear that the section.

Examinations and other Medical Assistance

under Module 1 must be applied."

Heroverfor har selskabet i brev af 31/8 2012 til nævnet anført:

"The Complainant has complained, because the Company has covered a three-day long check-up under the reimbursement rate 'check-up / Medical Check-Up all inclusive' with an annual maximum of USD 300 all inclusive (see Annex 1- page 26).

The Complainant complains because the bill for Executive Check-Up of approx. USD 7,847 from St. Luke's Medical Center was not reimbursed as either Examinations (individual medical treatments such as scans, endoscopic examinations, etc) or as a hospitalisation. The Complainant wishes to get the three-day Executive Check-Up refunded as either Examinations or alternatively as a hospitalisation. Scans are reimbursed with maximum rate of USD 500 and endoscopic examinations with maximum rate of USD 1,000. Hospitalisation is reimbursed 100% with an annual maximum of USD 2,000,000.

In order for the Complainant to be entitled to reimbursement under the service Examinations, a medical reason or a diagnostic assessment, must be the basis for having the examination. In order for the Complainant to be entitled to get the bill covered as hospitalisation, it should be medically necessary for the Complainant to be hospitalised.

The Complainant's bill of USD 7,847 from St. Luke's Medical Center has been reimbursed as Medical Check-Up all inclusive with a max of USD 300 for the following reason:

The reason these examinations were carried out was to examine the Complainant's state of health. There were no medical reason, diagnostic assessment or diagnosis when the Complainant reached the agreement with the hospital concerning the examinations as part of a medical check-up.

The Complainant argues, however, that this is not the case, the Complainant was treated for Entamoeba, a Thyroid condition and cardiac arrhythmia.

The above diagnosis were revealed during the medical check-up and are the result of this check-up. They are not the reason why the medical check-up took place. Our medical consultants have evaluated the available medical report and point out that it was a comprehensive medical check-up and a PET scan of the body without any medical reason, need for diagnostic investigation or any suspicion of malignancy.

The Company is therefore unable to refund the bill as Examinations, as there is no explanation concerning diagnoses. The Company is unable to refund the bill as hospitalisation, because it has not been medically necessary for Complainant to be hospitalized.

It is in light of the above, the Company has reimbursed the Complainant's submitted bill as a Medical check- up all inclusive and not as Examinations or a hospitalization.

The Company believes that the Company's conduct in connection with the Complainants said complaint can not be criticized and that the decision to refund the Complainant's bill as Medical Check-Up all inclusive has been done in accordance with the Policy Conditions and the applicable reimbursement rates. The Company therefore maintains the reimbursement of the Complainant's bill as Medical Check-Up all inclusive."

Hertil har klageren i fax af 28/9 2012 til nævnet bemærket:

"IHI Bupa continues to ignore the fact that there were medical reasons for the examinations as ordered by a Physician."

Nævnet har fået forelagt de bilag, parterne har fremlagt, herunder resultatbeskrivelse vedrørende den omhandlede helbredsundersøgelse.

Af "List of reimbursements", der er en del af forsikringsbetingelserne, fremgår bl.a.:

"**Hospital Plan**

Reimbursements under the Hospital Plan are effected at 100% of the expenses, unless you have chosen a *deductible.* If you have chosen a *deductible,* please note that the *reimbursement rates* for the benefits listed in the List of Reimbursements will be reduced by any remaining *deductible.* Once your *deductible* has been reached, all covered expenses will be paid in line with your *reimbursement rates.* For the Hospital Plan and any traditional modules the reimbursements will not in any event exceed the following amounts or the overall annual maximum cover per person per policy year of EUR 1,650,000/GBP 1,350,000/USD 2,000,000.

Hospital Services - during *Hospitalisation*	**100%**
Semi-private/private room*	100%
Intensive care room	100%
Room and board for a parent accompanying an insured child*	100%
Surgery	100%
Medical treatment, laboratory tests, X-rays	100%
Medicine while in hospital	100%
Pacemaker	100%
Psychiatric treatment	100%

Pre-examinations that are medically necessary in order to perform the *surgery* or treatment which is to take place during *hospitalisation* are covered up to 30 days prior to *hospitalisation.*

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Check-ups that are medically necessary in order to verify that the *insured* is recovering successfully from the *surgery* or treatment received while hospitalised are covered up to 90 days after *hospitalisation.*

Physiotherapy following *surgery* must be evaluated and pre-approved by *the Company.*

*cf also Glossary: *"Hospital accommodation"*

Outpatient Treatment in a Hospital or Clinic

Outpatient Treatment in a Hospital or Clinic	
Surgery	100%
Chemotherapy, radiotherapy	100%
Dialysis	100%
Other outpatient treatment is reimbursed under Module 1 - Non-Hospitalisation Benefits	

Module 1
Non-Hospitalisation Benefits
...

			USD
...			
Medical Check-up all inklusive, per year			**300**

Examinations and other Medical Assistance			
Laboratory test, analysis Max. per day	...	...	500
X-ray	...	...	500
ECG	...	...	500
Scan and endoscopic examinations, per examination	…	…	1,000
Injection and vaccination, per injection/vaccination	…	…	100
Acupuncture and homeopathic treatment, performed by a physician Acupuncture and homeopathic treatment shall only be covered when performed by a physician/doctor authorised in the country of practice	…	…	60
Special assistance	...	...	325

"

Nævnet udtaler:

På det foreliggende grundlag finder nævnet ikke anledning til at kritisere, at selskabet har henført den omhandlede undersøgelse til dækningen "Medical Check-Up all inclusive", og at selskabet på baggrund heraf har afvist at refundere mere end den maksimale dækning på 300 USD.

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Som følge heraf

b e s t e m m e s :

Klageren får ikke medhold.

Marianne Højgaard Pedersen
formand

Udskriftens rigtighed bekræftes

Henning Jønsson