912/13

Den 20. marts 2013 blev i sag nr. 83.405:

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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 haft sygdomsforsikring i Bupa Denmark Services A/S. Han klager over størrelsen af den af selskabet opkrævede præmie.

I sin klage til nævnet har klageren bl.a. anført:

"**1. Sagsfremstilling, kort redegørelse for sagen. …**
Re: IHI Bupa, police number ...
I am a customer of IHI Bupa, formerly IHI Danmark for 24 years since 1988. During these years I have paid a total of premiums of abt. US$ 300,000 and IHI's pay-outs to me in the entire period have been nearly US$ 50,000.
Only the premium increase for 2012 of 17 % or DKK 18,153, which is almost the total of my claims of the last 3 years of a total of DKK 26,952.90 (attachment …)
The aggressive premium increases forced me to change from full medical coverage to hospital coverage only as from 2011. However, even with only hospital coverage, IHI Bupa increased my 2012 premium by 17 percent to DKK 124,928. After my further complaint on December 7th, 2011 I obtained a 5 percent discount, reducing my premium to DKK 118,816.
On February 13th, 2012 (attachment 12) I wrote IHI Bupa that my Danish friend … informed me that he was also insured by IHI Bupa for full coverage Hospital, Out-patient and Medicine for himself and his wife with apremium of approx. DKK 34,000 per year. Moreover he received a discount of 10% 'for being a long term customer'.
On March 30th I informed Bupa the name of my Danish friend, who lives in Lima, Peru and while Bupa does not deny that the enormous discrepancy indeed exists, they state on April 4th (attachment …) 'Unfortunately, we can only address issues involving your own policy due to confidentiallity, which is why we do not have any further comment regarding your Danish friend'.
On February 15th 2012, Bupa writes me that 'it is not possible to give you any further discount' (attachment …). But on April 4th 2012 they write 'We are pleased to inform you that we can offer you 8% discount as per January 2012' (attachment …). But that leaves the

discriminatory difference almost unchanged at more than 3 times the rate for Mr. … [friend] who enjoys a much more complete coverage.

I would have disengaged myself from !HI Bum were it not that at my age, 78, no other insurer accepts me as a new client. That is why I wrote Bupa on March 30th 2012 (attachment …) in reply to their: 'Reading between the lines I gather': 'Take it or leave it old man. We know very well that you are stuck with us and that no other insurer will accept you at your age',
When I extrapolate Bupa's rate increases of the last few years, I will be paying a yearly premium of US$ 100,000 ten years from now. This is untenable and does not at all reflect the real health costs they have to cover (attachment …).
On May 7th, 2012 I made a last appeal to IHI Bupa (Attachment …).
After sending Bupa a recent medical report on my excellent health situation they voided the 15 premium mark up, I have been paying for many years, as per July 1st 2012. They could at least have voided this mark-up as per January 1st.
I have made no further payments on the third semester of this year, pending the outcome of this claim.

2. Hvad vil De konkret opnå hos selskabet? …
A premium reduction that brings my rate in line with the police of Mr. … [friend], who is insured by the same Company and reinstatement of coverage not only for hospital, but also for out-patient and medicines."

Ved brev af 30/10 2012 til nævnet har selskabet hertil bl.a. bemærket:

"Klager er dækket hos Selskabet under en individuel helbredsforsikring, Sundhedsforsikring i Udlandet, hvor Klager har Udvidet Hospitalsforsikring, som er indgået mellem Selskabet og Klager (jf. bilag … - Brochure/ forsikringsbetingelser).

Klager har indgivet en klage, idet Klager henviser til Selskabets diskriminative præmiestigning og ønsker at præmie samt dækning bringes i overensstemmelse med præmien og dækningen på hans danske ven, …s police.

I henhold til gældende forsikringsbetingelser er fastsættelse af præmie reguleret på følgende måde:

11
Præmiens betaling
1 .1 : Præmien fastsættes af Selskabet og erlægges forud. Selskabet regulerer præmien en gang årligt pr. hovedforfaldsdato på baggrund af ændringer i dækningerne og/eller det forudgående kalenderårs skadesforløb i forsikringsgruppen.

Præmiestigningen på Klagers forsikring har i indeværende år været 17%, hvormed den opkrævede præmie for Klager og hans kone som udgangspunkt var DKK 124.928 for 2012 med årlig betaling. Præmiestigningen for 2012 begrundes i en generel stigning i medicinske udgifter (såkaldt medicinsk inflation) og solidaritetsprincippet, som indebærer, at ingen kunder bliver udsat for individuel præmiestigning som følge af høje skadesudgifter, men at alle i den pågældende forsikringsgruppe får samme præmiestigning. Imidlertid blev Klagers klage over denne præmie i december 2011 imødekommet fra Selskabet med et tilbud om 5% permanent rabat, som Klager accepterede og efterfølgende anmodede Klager i januar 2012 om ændring af betalingstermin til kvartalsbetaling med effekt fra 1. januar 2012, hvilket Selskabet imødekom.

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I april 2012 klager Klager på ny over præmiestigningen og Selskabet tilbød yderligere 3% permanent rabat med virkning fra 1. januar 2012. I juli 2012 anmodede Klager om en reevaluering af sit helbredstillæg på 15% og med virkning fra 1. juli 2012 blev helbredstillægget fjernet, idet Selskabets lægekonsulenter vurderede, at Klagers kolesterolniveau nu er normalt og at der derfor ikke er baggrund for et helbredstillæg på 15%. Med en ydet permanent rabat på 8% og fjernelse af helbredstillægget er kvartalspræmien for i 2. halvår af 2012 DKK 27.798 og for hele 2012 skal Klager så i alt betale en total præmie på DKK 115,362. Yderligere har Selskabet i august 2012 givet Klager tilsagn om yderligere 2% permanent rabat fra 1. januar 2013. Begrundelsen for denne yderligere 2% rabat er, at Selskabet på denne måde så en mulighed for at fastholde Klager som kunde.

Klager henviser til hans danske ven …, som med sin kone bor i Lima, Peru og skulle have en forsikring hos Selskabet gennem mange år. Vennen skulle være i samme aldersgruppe som Klager og Klager anfører, at denne ven skulle betale DKK 34.000 om året for en højere dækning. Klager har henvist i sin email-korrespondance til … siden februar 2012, og Selskabet har ved adskillige lejligheder kommenteret dette ved at informere Klager om, at Selskabet ikke kan oplyse om andre kunders forsikringsforhold uden deres samtykke af fortrolighedshensyn, og at Selskabet derfor ikke kan hverken be- eller afkræfte det præmiebeløb Klager oplyser, at [vennen] skulle betale. Selskabet har dog aldrig modtaget samtykke fra [vennen]. Selskabet kan dog oplyse, at Selskabet har produkter for kunder bosiddende i Latinamerika med en lavere og anden dækning end Klagers produkt, hvilket så også afspejles i en lavere præmie og at dette kan være tilfældet med [vennen].

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

Ved brev af 27/11 2012 til nævnet har klageren bl.a. anført:

"I inform you that ihi-Bupa's response includes information which I have not commented on earlier, because I was never informed by the Company about what they write in their response:

Quote:
The Company can inform that the Company does have other insurance products designed for clients with residence in Latin America with a lower and different coverage than the insurance cover of Complainant. A lower coverage for Latin America is then reflected in the premium amount and this might be the situation with … [friend].
Unquote.

I have been asking the Company for years for a lower premium. I also asked whether the premium could be lowered by taking a higher deductible. The Company answered that I had already the highest deductible so that no further premium deduction was possible.

That is the reason that I was forced for financial reasons to abandon the Extended Health Insurance Coverage and downgrade to Hospital Insurance only, at still a prohibitive cost. **I was never informed by the Company that it has other insurance products designed for clients with residence in Latin America, even when it was abundantly clear from our correspondence that I needed other options.** I wonder why the Company neglected to do so.

If I would have been informed about this in a timely fashion, I might have well accepted the other option. Apparently the Company has been trying to hide this alternative from me, in

order to keep me captive in the higher premium brackets. The Company's neglect in providing me with adequate information has resulted that for several years I have been paying unduly high premiums.

The Company's conduct in connection with Complainant's complaints can certainly be criticized."

I brev af 10/1 2013 har selskabet hertil bl.a. bemærket:

"ihi Bupa sælger ikke længere forsikringsprodukter i Latinamerika, men ihi Bupa har et søster selskab i Latinamerika, Bupa Latin America.

Hvis Klager er interesseret kan vi bede Bupa Latin America kontakte Klager med henblik på en rådgivning om latinamerikanske forsikringsprodukter."

I brev af 11/2-2013 til nævnet har klageren hertil bla. bemærket:

"In their letter they write that ihi Bupa does no longer sell insurance products in Latin America. I wonder then with whom I have been dealing all these 24 years in the course of which ihi Denmark was taken over by ihi Bupa.

They state 'If the complainant is interested we can ask Bupa Latin America to contact Complainant.' This of course is a kind offering, but the question remains open why ihi Bupa never before made any suggestion in this sense when it was so very apparent that I could not longer afford their high premiums.

But besides this, my friend … has his policy with ihi Bupa and not Bupa Latin America. I do not know the powers of your Board, but perhaps this can be verified by you.

I have not been able to answer within 3 weeks, because of the very slow postal service here. I received your letter just this morning."

Nævnet udtaler:

Efter sin gennemgang af sagen finder nævnet, at selskabet i forbindelse med præmieforhøjelserne har forholdt sig i overensstemmelse med de gengivne forsikringsbetingelser. Selv om præmien er steget betydeligt, finder nævnet ikke at kunne pålægge selskabet at tilbyde klageren mere favorable vilkår.

Herefter, og idet nævnet bemærker, at det på det foreliggende grundlag ikke finder det bevist, at selskabets ved sin rådgivning om produkter og priser har udvist ansvarspådragende adfærd,

b e s t e m m e s :

Klageren får ikke medhold.

Svend Bjerg Hansen

udskriften bekræftes

Henning Jønsson