Ankenævnet for Forsikring

Den 7. januar 2015 blev i sag nr. 85951:

xxxxxx xxxxxxxxxxxxx
xxxxxxxxxxxx xxx
xxxx xxxxxxxxxx

mod

Bupa Denmark Services A/S
Palægade 8
1261 København K

afsagt

k e n d e l s e :

_____

Forsikringstageren har sundhedsforsikring i Bupa Denmark Services A/S. Hun klager over, at selskabet har afvist at yde forsikringsdækning for helbredsundersøgelser.

Selskabet har afvist dækning med henvisning til, at forsikringen ikke dækker alternative medicinske behandlinger.

Det fremgår af sagen, at klageren i november 2013 fik foretaget en række helbredsundersøgelser i Brasilien, hvor hun bor. Prisen for undersøgelserne udgjorde 7.000 brasilianske real (ca. 16.400 kr.).

Klageren har i brev af 21/1 2014 til nævnet anført:

> My name is …, I'm BUPA's ensured member since 2009. I'm writting to you because last year I had one disagrement with BUPA's Medical Team about my coverage. We tried during a few months to work out a deal, but BUPA is irreductable in not giving me a reimbursement which is allowed by my policy. So I'm trying to contact you to discuss this misunderstanding.
>
> From the begining, I have been diagnosed since 2010, it requires me an annual review of that, my cardiologist Dr … is responsible for that. He told me that I have (in portuguese) 'Disfunção Poliglandular', 'Disfunção Imunológica' Trombofilia', 'Deficiencia Vitaminica, Mineral e de Oligoelementos' — medical reports and exams requests attached ...
>
> This has been done every year since 2010 and has been full reimbursed, as you can see attached ... In september 4th 2012 the same exams were approved as shown in the letter attached ... In May 2013 I had for the first time a negative answer for reimbursement of this costs. After a few mensages BUPA told me that decision has been taked based in my policy.

> First of all this rules wasn't at my contract in 2009 (attachement …) it has been created in last year by BUPA; I do not agree with that.
>
> Secondly, this treatment has been requested by my cardiologist doctor, not any other type of doctor. It is medically necessary and that is why I purchased your Insurance."

I brev af 24/4 2014 fra selskabet til nævnet hedder det:

> "As per your request, we have obtained translated copies of all the attachments sent to the Complaints Board with respect to customer [klageren].
>
> As background, the reason for denial of [klagerens] reimbursement is based on the requested exams. Those exams are consistent with ortomolecular medicine, which are not covered under the policy, as well as exams for viruses. Additionally, the cardiologist requesting such exams and treatment practices ortomolecular medicine. Accordingly, Bupa needs further documentation, specifically the exam results, in order to determine if coverage is provided under the policy for such exams. At the time [klageren] submitted her claim for reimbursement, Bupa requested topies of the exam results to confirm she had the diagnostic of alteration of lipidic panel. These copies were requested three times at the time of processing such claim, but were never received. Furthermore, according to the policy there is an appeals process for which disputes such as this are addressed. However, [klageren] has not initiated the process."

Forsikringsbetingelserne indeholder følgende bestemmelse:

> "This policy does not provide coverage or benefits for any of the following:
> …
> **7.4 ALTERNATIVE MEDICINE:** Naturopathic treatment, naturopathic or homeopathic medications or any type of alternative medicine, except as provided for under the conditions of this policy."

Nævnet udtaler:

Selskabet har afvist dækning med henvisning til, at klagerens undersøgelser er overensstemmende med orthomolekylær sygdomsbehandling, og at hjertespecialisten, der har henvist klageren til undersøgelserne, praktiserer orthomolekylær medicin.

Det følger af forsikringsbetingelsernes punkt 7.4, at forsikringen ikke dækker alternativ behandling/medicin.

Som sagen foreligger oplyst for nævnet, finder nævnet ikke grundlag for at kritisere selskabets afgørelse.

Som følge heraf

b e s t e m m e s :

Klageren får ikke medhold.

Svend Bjerg Hansen

Udskriftens rigtighed bekræftes

Kim Sparlund