Udkast i sag nr. 86710:

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mod

Bupa Denmark Services A/S
Palægade 8
1261 København K

afsagt

k e n d e l s e :

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Forsikringstageren har sygeforsikring hos Bupa Denmark Services A/S. Hun klager over størrelsen af det beløb, selskabet har refunderet i anledning af hendes behandlings- og medicinudgifter.

Selskabet har refunderet udgifter, 1.846,53 EUR, i forbindelse med hendes hospitalsindlæggelse fra den 16/4 2014 til den 19/4 2014, samt udgifter, 190,46 EUR, til lægekonsultation den 28/4 2014 og den 5/5 2014 som "post hospital consultations". Selskabet afviser at udbetale yderligere, da der ikke er hjemmel hertil ifølge forsikringsbetingelserne.

I brev af 11/9 2014 til nævnet har klageren anført følgende:

> "Aged 71, I have been a policy holder of Ihi, now Bupa Global, for over a decade. I have been lucky and healthy enough to stay out of hospital treatment until March 2010 when I was admitted [X] Hospital for 4 nights due to viral infection which triggered asthmatic attack. Dr. [A], Respiratory Specialist, cured me by injections and oral dosage of Steroids. Ihi reimbursed my claim without much ado.
>
> Earlier this year I had been suffering from serious nasal allergy causing thick phlegm, nonstop coughing which eventually triggered asthma. I started seeking medical consultations on March 29. I first consulted ENT specialist Dr. [B], twice with a diagnosis of bronchitis, but his prescriptions did not ease my symptoms, so then I went to respiratory specialist Dr. [C] at [Y] Hospital and his diagnosis was rhnitis, asthma and gerd. As medications did not seem to work either, a friend referred me to get a third opinion from another respiratory specialist Dr. [D] whose diagnosis was asthma and rhnitis. However, all the medications that I received did not relieve my shortness of breath, wheezing and

stubborn coughing, which was so tormenting that I became very weak, lost weight and lost my voice. I had never felt so sick in my entire life so on April 15, my family doctor … managed to get hold of Dr. [E] who was covering for Dr. [C] patients during his conference leave. Dr. [E] admitted me to [Y] Hospital the following day as room supply was very tight. Dr. [E] diagnosis was asthma and bronchitis.

Dr. [C] took over while I was in [Y] Hospital and after three nights I told Dr. [C] my symptoms have not improved much, so I preferred to be discharged and heal at home during the Easter Holidays. As I already bought a steam inhaler machine, Dr. [C] agreed to discharge me on April 19. Due to my intractable cough despite medical treatment, he recommended upper endoscopy, bronchoscopy and CT thorax to rule out endobronchial lesion at in-patient setting on my follow up consultation. Meanwhile I also consulted my family doctor, Dr. … on April 24 and Dr. [B] who just returned from his oversea trip while I was hospitalized. I even consulted a professor at the Teaching Clinic for Chinese Medicine School of Chinese Medicine. As my asthma and coughing still tortured me, on May 5, I finally resorted to seeking medical treatments from Dr. [A] of [X] Hospital who cured me of similar symptoms 4 years ago. Dr. [A] diagnosis was asthma and immediately wanted to admit me to hospital so he could monitor my sickness while giving me steroid injections, which was what I feared and my reason not to go to him earlier. I know he is my last resort, he cured me once and he could cure me again. As I live very close to [X] Hospital, I prefer to go to the hospital every day to take the shots and get checked by him. I did not want to risk contacting other virus from the hospital in my weak conditions. Dr. [A] reluctantly agreed. After the steroid injections and more oral dosages, I felt much better and on my follow up visits with Dr. [A], he suggested I should consult ENT doctor. Dr. [F] who did nasoendoscopy on May 10 and 17 and his diagnosis was Laryngitis. An epiglottic cyst has been detected in my throat but Dr. [F] does not recommend any operation due to my age but told me to be careful as the cyst has narrowed my air passage. My voice gradually came back.

I filed for reimbursement claim to Bupa on May 18. After 7 weeks of checking on my bills, Bupa only reimbursed me the amount I paid to [Y] Hospital during my hospital stay less my deductibles of course. When I noticed that all the pre- and post- hospital medical expenses had been rejected, I wrote to draw their attention to the hospital plan that I took with Ihi Bupa, now Bupa Global, which has a clause on page 24 of their handbook stipulating:-

Pre-examinations that are medically necessary in order to perform the surgery or treatment which is to take place during hospitalization are covered up to 30 days prior to hospitalization. Check-ups that are medically necessary in order to verify that the insured is recovering successfully from the surgery or treatment received while hospitalized are covered up to 90 days after hospitalization.

After many email complaints protesting their attempt to evade reimburse payment for my pre- and post- hospital consultation expenses, Bupa finally admitted their error and reimbursed only two out of four consultation fees with Dr. [C] and wrote all remaining bills are considered to be continuing out -patient treatments which are not covered on my Hospital Plan Policy. Bupa wrote if I still have a dispute, I could write to your Board.

I find it very difficult to understand why a reputable Insurance Company like Bupa Global would find ways to reduce their reimbursement. I had saved Bupa more hospital expenses by checking out of the hospital sooner than I should and by talking Dr. [A] into letting me to be treated as an outpatient when undertaking steroid injections. I did send Bupa a note

from Dr. [A] to confirm this fact to support my claim. Yet Bupa ignored it which is an irony since I am penalized for trying to save them hospital expenses.

Unless it is an emergency of life and death, one usually needs to consult doctor and get second or third opinion if the medications are not effective then one has no choice but to be hospitalized for in-depth tests to identify the cause of sickness. After discharge from the hospital one still needs to consult a doctor or doctors if the symptoms persist. If you check my medical reports submitted, my symptoms had not been cured when I checked out of [Y] Hospital and doctors' diagnosis were somehow different. So was I wrong to seek second or third opinions from different doctors when the medications were not effective? Is this Bupa's way to discourage ageing policy holders now they are becoming high-risks customers? The reimbursement claim I filed is a pitiful fraction of the expensive premium I paid over a decade!"

Hertil har selskabet I brev af 1/10 2014 til nævnet bemærket følgende:

"The Company has reviewed the above-mentioned complaint in which the denial of reimbursement of some bills for outpatient procedures has been disputed. The Complainant, long suffering from a bad cough, was hospitalised at the … [Y Hospital] on 16 April 2014 for steroid injections and medication, but chose herself to be discharged on 19 April 2014. The Complainant continued her treatments at this and other hospitals, but now on an outpatient basis, arguing that it should nevertheless be covered as part of the hospitalisation as the Complainant was still under treatment, but saved the costs of occupying a hospital bed.

The Complainant is insured under an individual health insurance, the International Health and Hospital Plan, with a Hospital Plan as coverage, and the Complainant has consequently no outpatient coverage. In short, the Hospital Plan only covers hospitalisations and as such hospital services during hospitalisation. Pre-hospital consultations (if directly linked to an already scheduled hospitalisation) are covered until 30 days prior to admission. Post-hospital consultations (for check-ups of the relevant admission diagnosis) are covered until 90 days after discharge (see Annex 1 brochure /policy conditions).

The disputed bills were received on 26 May 2014 and reimbursed on 18 June 2014. Upon an initial complaint by the Complainant on 20 June 2014, the Company agreed to cover a limited number of outpatient procedures as post-hospital consultations since they could be linked to the hospitalisation. The relevant bills were reimbursed on 7 July 2014. The Complainant then forwarded a more detailed complaint on the same issue on 11 July 2014 as the Complainant expected some of the other bills to be reimbursed as well. The Company forwarded our final reply to the Complainant on 14 July 2014 maintaining our decision of the limited cover, defined by the above-mentioned conditions of her Hospital Plan.

In practice, the Company agreed to cover the bills by Dr. [C], who had been treating the Complainant at the … [Y Hospital]. All other bills are regarded by the Company as being for the Complainant's on-going outpatient treatments, which the Complainant also received prior to her hospitalisation.
The Company does understand that the Complainant has been suffering a lot from her condition and that the Complainant has had to seek many different options for treatment hereof. With regards to the Complainant's insurance coverage, however, the Company is only able to reimburse the expenses covered by her Hospital Plan. In this regard, the

Company would also like to point out that based on the fact that the Complainant was able to be discharged and stay in her home instead, while receiving her treatments, the hospitalisation could no longer be regarded as being medically required, and therefore not eligible for cover according to the Policy Conditions, Article 7.1.1:

- "The Hospital Plan shall cover the medical expenses incurred by the insured's hospitalisation in accordance with the deductible chosen and the applicable reimbursement rates as stated in the List of Reimbursements. It is required that the insured is hospitalised in order to get reimbursement under this plan."

Reference is also made to the Policy Conditions, Article 12.2.j:

- "The Company (Bupa Global) shall not be liable to pay reimbursement for expenses which concern, are due to or are incurred as a result of hospital accommodation when it is used solely or primarily for any of the following purposes: receiving general nursing care or any other services which do not require the insured to be in a hospital and could be provided in a nursing home or other establishment that is not at hospital; receiving services which would not normally require trained medical professionals (e.g. help in walking and bathing) and pain management."

The Complainant has given some further details on her condition, however it does not present any new medical information which justifies cover of the remaining bills concerning the Complainant's outpatient treatments.

The Company believes that the Company's conduct in connection with the Complainant's said complaint cannot be criticized. The Company therefore maintains that the remaining bills cannot be covered under the Complainant's Hospital plan".

Heroverfor har klageren i brev af 13/10 2014 til nævnet anført følgende:

"I write to emphasize that Bupa attempted not to pay for any pre and post hospital consultations when they initially only reimbursed me the hospital expenses. It was only after my several appeals that they gave in and paid only two consultation fee by Dr. [C]. I did bring attention to Bupa that when I requested early discharged from Sanatorium Hospital, Dr. [C] had not cured me of my symptoms and he still recommended to have further investigations namely upper endoscopy, bronchoscopy and CT throat at in-patient setting. I then decided to seek other specialists' opinion. Ultimately it was Dr. [A] of [X] Hospital who cured me 4 years ago of similar symptoms suggested that I should be admitted to [X] hospital right away for Steroid injections so he could monitor my conditions better. As I much preferred to get the injections as out-patient for three consecutive days as I live very near to [X] Hospital and I do not want to risk contacting other virus from the hospital when I was suffering from stubborn cough and asthma for over two months already. Dr. [A] reluctantly accepted my suggestion and I also sent to Bupa a note from Dr. [A] to confirm this fact. Dr. [A] advised that I should consult ENT doctor at the same hospital too. So I did and I finally got better.

I really do not see why Bupa considered all these consultations not related to the sickness I was admitted to [Y] Hospital. Had I followed Dr. [A] advice to be admitted into [X] Hospital to cure my persistent asthma, then Bupa definitely had to reimburse me for the hospital expenses. This is an expensive lesson for me to learn then. In Bupa's handbook there is no such clause as the pre and post hospital consultations must be done by one

same doctor who admitted me to the hospital. Patients are entitled to seek other doctors' opinions and treatments as the first doctor might be 'barking at the wrong tree'".

Nævnet har fået forelagt sagens bilag, herunder det lægelige materiale.

Af forsikringsbetingelserne fremgår det bl.a.:

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

Hospital Services – *During Hospitalization*

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-ray	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 hospitalization are covered up to 30 days prior to hospitalization.
Check-ups that are medically necessary in order to verify that the insured is recovering successfully from the surgery or treatment received while hospitalized are covered up to 90 days after hospitalization.

Outpatient treatment in a hospital or clinic

Surgery	100 %
Chemotherapy, radiotherapy	100 %
Dialysis	100 %
Endoscopic examinations	100 %
Other outpatient treatment is reimbursed under Module 1 – Non-Hospitalization Benefits	

…
Art 7
Hospital Plan
7.1:
The hospital plan must be taken out before any other supplementary module(s) can be added. The following terms shall also apply:

7.1.1.
The hospital plan shall cover the medical expenses incurred by the insureds hospitalization in accordance with the deductible chosen and the applicable reimbursement rates as stated in the list of reimbursements. It is required that the insured is hospitalized in order to get reimbursement under this plan.

…
Art 12
Exceptions to cover

…
12.2:
Furthermore, the company shall not be liable to pay reimbursement for expenses which concern, are due to or are incurred as a result of:

a) Non-medically essential and cosmetic surgery and treatment unless medically prescribed and pre-approved by the company

…

j) Hospital accommodation when it is used solely or primarily for any of the following purposes: receiving general nursing care or any other services which do not require the insured to be in a hospital and could be provided in a nursing home or other establishment that is not at hospital: receiving services which would not normally require trained medical professionals (eg help in walking and bathing) and pain management.

…
Hospitalization
Surgery or medical treatment in a hospital or clinic as an inpatient when it is medically necessary to occupy a bed overnight.

…
Outpatient
Treatment provided at a hospital, outpatient clinic or associated facility where it is not medically necessary to stay overnight or to occupy a day case bed.

…
Treatment
Surgical or medical services (including diagnostic tests) that are needed to diagnose relieve or cure a condition, disease, illness or injury".

Nævnet udtaler:

Det fremgår af sagen, at klageren blev hospitalsindlagt den 16/4 2014 som følge af, at hun igennem længere tid havde været plaget af vejrtrækningsproblemer og slem hoste.

Hun havde forud for indlæggelsen konsulteret flere forskellige læger, som hver især stillede forskellige diagnoser, og hvis behandling ikke hjalp på hendes symptomer. Efter 3 dages hospitalsindlæggelse udskrev klageren sig selv, da behandlingen ikke syntes at hjælpe. Efter flere efterfølgende ambulante lægekonsultationer fik hun stillet diagnosen astma. Hun har oplyst, at hun i denne forbindelse blev anbefalet af en læge, at hun blev indlagt, så man kunne observere hendes tilstand, men hun foretrak at blive behandlet ambulant, da hun boede tæt på hospitalet. Efter at have modtaget stereoidindsprøjtninger, lettede hendes symptomer. Efterfølgende fandt man betændelse i strubehovedet og en cyste på strubelåget.

Selskabet har dækket klagerens hospitalsudgifter og udgifterne til ambulant behandling hos en enkelt af lægerne, der behandlede hende. De øvrige lægeudgifter har selskabet afvist at dække med henvisning til, at der er tale om ambulante behandlinger, der ikke er omfattet af klagerens forsikring.

Selskabet har herved blandt andet anført, at klageren har tegnet en forsikring, der dækker hospitalsbehandling (”hospital plan”) , men ikke dækker ambulant behandling mv (modul 1-4). Dog dækkes ambulante konsultationer i op til 30 dage før indlæggelsen, der relaterer sig til hospitalsindlæggelsen, ligesom ambulante efterforløb ”check-ups” dække i op til 90 dage efter udskrivelsen. Herudover dækker forsikringen udgifter til en række ambulante behandlinger på hospital eller klinik, herunder operation, kemoterapi, radioterapi, dialyse og endoskopiundersøgelser.

Efter en gennemgang af sagen finder nævnet efter en samlet vurdering, ikke at kunne kritisere, at selskabet i forbindelse med et forløb som det foreliggende, hvor der har været vanskeligheder med at stille en korrekt diagnose, og hvor klageren har været såvel hospitalsindlagt som undersøgt og behandlet i ambulant regi af en række forskellige specialister som sket, har afvist at dække en del af klagerens udgifter til ambulant behandling med henvisning til, at klageren har tegnet forsikringen med hospitalsdækning, hvorefter ambulant behandling kun dækkes i begrænset omfang.

For så vidt angår udgifterne til næseendoskopi foretaget den 10/5 2014, 17/5 2014 og 17/6 2014, finder nævnet imidlertid, at disse bør dækkes som ”outpatient treatment in a hospital or clinic”, hvorefter endoskopiske undersøgelser dækkes.

Som følge heraf

b e s t e m m e s :

Selskabet, Bupa Denmark Services A/S, skal erstatte klagerens udgifter til endoskopiske undersøgelser, som klageren har fået foretaget den 10/5 2014, 17/5 2014 og 17/6 2014, med tillæg af renter i henhold til forsikringsaftalelovens § 24.

Klageren får i øvrigt ikke medhold.

Marianne Højgaard Pedersen
formand