

The complaint

Mr B complains that BUPA Insurance Limited turned down his dental insurance claim.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on the reasons for my decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I agree with our investigator's conclusions for these reasons:

- When Mr B called Bupa on 2 November 2020 to advise that he had left his employment, Bupa's adviser said his cover was still showing as active until the renewal date in October 2021. The adviser said Mr B's previous employer hadn't asked Bupa to remove Mr B from cover. This was correct information at the time.
- Bupa's adviser did ask Mr B to check with his previous employer to see if his cover had ended, or if it would remain active until October 2021.
- Mr B's employer advised Bupa on 16 November 2020 to remove Mr B from the scheme, and therefore his cover lapsed. So when Mr B submitted a claim in July 2021, it was appropriate for Bupa to turn this down as he no longer had cover under the scheme.
- If Mr B had spoken to his employer as Bupa had suggested, he would've known that his cover was due to end after 16 November 2020.
- As this is a group scheme, it was the responsibility of Mr B's employer to let Mr B know when his cover would end, not Bupa's.
- However, I note that Bupa didn't respond to Mr B after it received his claim. I think the £50 compensation recommended by our investigator adequately reflects the inconvenience caused to Mr B by Bupa's lack of communication.

My final decision

My final decision is that I partly uphold this complaint. I require BUPA Insurance Limited to pay Mr B £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 July 2022.

Chantelle Hurn-Ryan **Ombudsman**