

The complaint

Ms L complains about BUPA Insurance Limited's assessment of her dental insurance claim.

What happened

Ms L is covered by her employer's dental insurance policy. She made a claim after having composite bonds.

Bupa limited the payment to £350 as this was the maximum cover for fillings. Unhappy with this, Ms L brought a complaint to this service. She said she hadn't had fillings.

Our investigator didn't recommend the complaint be upheld. She thought Bupa's decision to categorise the treatment as fillings was reasonable.

I issued a provisional decision on 6 February 2023. Here's what I said:

"The crux of the issue is whether it was reasonable for Bupa to categorise the treatment as fillings, and deal with the claim on that basis.

The policy explains that fillings are covered, which includes amalgam or composite fillings. The policy's benefit table shows that Bupa will pay £350 per policy year towards fillings.

The NHS says that fillings are used to repair a cavity in a tooth caused by decay. And that fillings can be amalgam, composite or glass ionomer. It's therefore clear that someone can have fillings that are composite.

The dental invoice refers to Ms L as having several composite fillings. However, Bupa contacted the dentist, and it was confirmed that Ms L had had composite bonds.

Also, the dental invoice makes it clear that Ms L had the treatment to 13 of her teeth. Given the significant number of teeth requiring treatment, this would appear to support Ms L's assertion that she needed the composite bonds as her teeth were worn down and sensitive (as opposed to having 13 cavities that needed filling).

The information provided by Bupa to this service says that composite bonding uses a type of tooth filling resin material. Though it also says that composite bonding and composite veneers are often used interchangeably and there is a subtle difference, but they are very similar.

I note that Bupa's own website has separate pages for composite bonding and fillings, and so it does seem that Bupa itself views them differently.

In all the circumstances, I think it would be fair and reasonable to categorise Ms L's treatment as being more similar to veneers than to fillings. I therefore intend to require Bupa to deal with the claim on that basis. I understand this would be assessed under the restorative dental treatment cover, which covers 80% of the cost of treatment (up to £2,000 per policy year).

Ms L says she thought she had a full refund policy. Though as Bupa has explained, Ms L holds two policies with it through her employer – one is a private medical insurance policy which is a full refund policy, and the other is this dental plan. The policy terms sent to Ms L at renewal made clear that the dental policy was subject to benefit limits.”

I asked both parties for any further comments they wished to make before I reached a final decision.

Ms L responded and accepted my provisional findings.

Bupa responded with the following main points:

- It agrees that composite fillings and composite bonding are two different treatments, and in principle, it agrees that composite bonding can be paid from the major restorative treatment benefit of 80% up to £2,000.
- It processed the claim under the benefit for fillings, as the claim made was for composite fillings not composite bonding. It paid £350 as it had no concerns about the eligibility of the treatment, based on it being composite fillings.
- However, if it is to accept that the treatment was more similar to veneers, then it would like to establish that this was clinically necessary due to the teeth being worn down and sensitive, rather than for cosmetic reasons.

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.

Bupa appears to accept that composite bonding is more akin to veneers than to fillings, and can therefore be paid from the major restorative treatment benefit. However, if it were to accept this is what Ms L had, then it would like to establish that her treatment was clinically necessary, and not needed for cosmetic reasons.

The policy excludes cosmetic treatment, and so I see nothing wrong with Bupa establishing that the treatment was needed because Ms L's teeth were worn down and sensitive, as she has said. Although I'd usually expect an insurer to consider all exclusions when assessing a claim, I appreciate that Bupa had no reason to consider this exclusion when initially dealing with Ms L's claim for fillings. It is entitled to apply the remaining policy terms to the claim.

My final decision

My final decision is that I uphold this complaint.

I require BUPA Insurance Limited to deal with the claim under the major restorative dental treatment cover (80% up to £2,000) rather than fillings, subject to the remaining policy terms. It can deduct the £350 already paid from the settlement.

Interest* should be added at the rate of 8% simple per annum from the date Ms L paid the invoice to the date of settlement.

If Bupa considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Ms L how much it's taken off. It should also give Ms L a certificate

showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 21 March 2023.

Chantelle Hurn-Ryan
Ombudsman