

The complaint

Mr H complains about Vitality Health Limited's handling of his private medical insurance claim for dental treatment.

What happened

Mr H holds private medical insurance cover with Vitality through his employer. He broke his tooth after a fall, and his dentist carried out a repair the following day (by using a composite filling material).

Mr H sent Vitality a copy of the invoice and told it that he'd had emergency treatment. He asked how he could claim for this. Vitality responded to say the claim had been dealt with as restorative dental treatment, and settled it on that basis. Unhappy with this, Mr H brought a complaint to this Service.

Our investigator recommended the complaint be upheld. She thought Vitality hadn't done enough to explain how Mr H could make a claim for emergency treatment. She recommended that Vitality pay Mr H £100 compensation.

Vitality accepted our investigator's findings, but Mr H did not. The matter has therefore been passed to me for a 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.

The policy sets out what's covered for dental treatment. It says that for dental procedures such as fillings, crowns and root treatment, it will pay 80% of the costs (up to £400 per plan year). It also says that for treatment by a dentist following an accidental dental injury, it will pay up to £2,500 per claim.

The policy definition of a dental accident is '*...a sudden unforeseen external blow to the face, teeth and jaws which occurs at an identifiable place and time and results in an injury to your teeth and gums.*'

Vitality dealt with Mr H's claim as a dental procedure rather than a dental accident. That's because his dentist's invoice said he had a filling. Although Mr H explained that he'd broken his tooth and had treatment for an accidental dental injury, he didn't say this happened as a result of a fall. So I can understand why Vitality settled the claim in the way it did based on this evidence. However, Vitality didn't give Mr H sufficient opportunity to explain what had happened. He asked how to claim for emergency treatment, and Vitality didn't send him a claim form or give him any guidance on this.

I see that Vitality has since apologised to Mr H and confirmed the claim should have been registered as an emergency instead of restorative treatment. It gave him the relevant claim

form so he could provide it with the evidence it needed from his dentist in order to assess the claim. I think that was reasonable.

Mr H has explained how inconvenienced he has been by the matter. I've noted Mr H's references to our website which gives some guidance on when we might award compensation. As he's noted, our website says we might award between £100 to £300 where there have been repeated small errors or a larger single mistake, requiring a reasonable effort to sort out. I'm satisfied that the inconvenience caused to Mr H would fall within this band. I think the £100 compensation recommended by our investigator recognises the inconvenience he was caused by Vitality's failure to tell him how to claim for an accidental injury.

Mr H says that Vitality's previous settlement of the claim as a dental procedure meant he couldn't claim in full for further dental treatment that policy year (as the settlement meant he had reached the £400 policy limit). It's not clear if Vitality has now accepted that Mr H's claim should be settled as an accidental injury rather than dental procedure, but if it has, he should raise his concerns with Vitality about this in the first instance. If it can't resolve matters for him, he can bring a new complaint to this Service.

My final decision

My final decision is that I uphold this complaint. I require Vitality Health Limited to pay Mr H £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 30 November 2023.

Chantelle Hurn-Ryan
Ombudsman