

## The complaint

Mr V has complained that BUPA Insurance Limited declined to settle a dental claim in full.

## What happened

The background to this complaint is well known to the parties so I won't repeat it in detail here. In summary Mr V's young son had to undergo a dental extraction. Because he was very nervous the dentist advised the extraction be carried out under sedation. Mr V went ahead, the tooth was extracted, Mr V paid and claimed via his dental plan. BUPA settled the claim up to the policy limit of £200, which left Mr V £298 out of pocket.

Our investigator didn't find that BUPA had treated Mr V unfairly. Mr V appealed.

## 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 the conclusion reached by our investigator. I'll explain why.

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mr V's policy and the available evidence, to decide whether I think BUPA treated Mr V fairly.
- Mr V's policy (which covers his son) under 'Worldwide restorative dental treatment' shows under the table of benefits that the cash claim benefit for extractions is up to £200 per policy year for his level.
- The policy goes on to explain further what's covered under section 3.3 – Restorative dental treatment: *Use this section to understand what's covered and what's not covered by treatment type. Refer to Section 2 'Dental Plan Table of Cover' to understand the maximum amount of benefits you can claim up to per person per policy year according to your level of cover*. It then sets out what is covered – and includes *Sedation for clinically necessary dental treatment*.
- Although no limit is specified for sedation reference is made to the benefit table which clearly shows the limits – for Mr V's level of cover £200. I don't agree with Mr V's submission that it is reasonable to conclude that sedation cannot be fitted inside the treatment limit and is therefore covered. Nor do I agree that as no limit is specified sedation is covered in its entirety. I'm satisfied that a limit is referred to in Section 2 and there is no ambiguity or lack of clarity. It follows that I don't find that BUPA treated Mr V unfairly by paying the £200 specified.

- Mr V feels that BUPA should accept its policy documentation was ambiguous and misleading. For the reasons given above I don't agree. For completeness I would add that I find it was perfectly reasonable for Mr V to go ahead with sedation for his son in order for a tooth to be extracted, given his son's nervousness. But this doesn't mean that it was covered by his policy.
- I can see that Mr V didn't receive a requested call back from BUPA, although attempts were made to reach him. BUPA has offered £50 for this inconvenience – I find that is fair in the circumstances. I understand this sum has been paid.
- I recognise that Mr V will be disappointed by my decision but for the reasons given I don't find that BUPA treated Mr V unfairly or unreasonably.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 5 March 2024.

Lindsey Woloski  
**Ombudsman**