

The complaint

Mrs W complains that U K Insurance Limited declined her claim against a travel insurance policy. Reference to UKI includes its agents.

What happened

Mrs W had travel insurance underwritten by UKI as a benefit of a current account. Unfortunately, Mrs W was injured during her return home from a trip in the UK. She fell and injured her teeth and damaged her glasses. Mrs W continued her journey home and sought dental treatment from her dentist.

Mrs W made a claim against the policy. UKI settled Mrs W's claim in relation to her glasses but declined her claim in relation to dental costs. In its final response to Mrs W, UKI relied on exclusions in the policy, which I'll refer to in more detail below. Mrs W pursued her complaint.

One of our Investigators looked at what had happened. She didn't think UKI had acted unfairly or unreasonably in declining Mrs W's claim. That was because what happened here wasn't covered by the policy.

Mrs W didn't agree with the Investigator. She said UKI was wrong to say she could get treatment in the NHS, as it's extremely difficult to get treatment from an NHS dentist and it isn't free. Mrs W said she has a dentist and received emergency treatment soon after the accident and subsequent treatment, which she paid for. She says she's aware insurance policies don't cover all eventualities, but she doesn't think it's unreasonable to think her accident would be covered by the policy.

The Investigator considered what Mrs W said but didn't change her view. Mrs W asked that an Ombudsman consider her complaint, so it was passed to me to decide.

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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say UKI should deal with claims promptly and fairly and must act to deliver good outcomes for retail customers.

As Mrs W is aware, insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of exclusions set out in the policy, the onus shifts to the insurer to show how those exclusions apply.

The policy isn't private dental cover but does cover emergency dental treatment for the immediate relief of pain up to £500. There is an exclusion in the policy in relation to any claim for medical costs incurred within Mrs W's '**home area**'. The policy defines '**home area**' as '*England, Scotland, Wales, Northern Ireland and the Isle of Man if **your home** is located in any of these areas. [...]*'. There's also an exclusion in relation to any claims for dental work involving precious metals or dental fittings.

Mrs W had emergency dental treatment from her dentist on her return home. I don't think UKI treated Mrs W unfairly or unreasonably in relying on the exclusion in the policy which says there's no cover for costs incurred within Mrs W's home area. I've noted what Mrs W has said about the circumstances of the accident – she was travelling on a coach and couldn't seek immediate dental care where the accident occurred. But even if Mrs W had received dental treatment in the country where the accident happened, UKI would be able to rely on this exclusion as the definition of '**home area**' includes that country. In addition, I don't think UKI acted unfairly or unreasonably in relying on the exclusion relating to dental work involving precious metals or dental fittings.

Mrs W says during the course of her complaint, UKI said as the accident happened in the UK she would be fully covered by the NHS. UKI didn't mention that in its final response to Mrs W but, on balance, I accept her recollection about what she was told. Mrs W is of course right to say it can be difficult accessing NHS dental care and NHS dental treatment isn't free but that doesn't alter the outcome here.

I've thought about whether it would be fair and reasonable to direct UKI to settle Mrs W's claim but there are no grounds on which I can fairly do so. That's because UKI is entitled to decide what risks it wishes to cover and it chose not to cover claims for medical costs incurred in the home area or for dental work involving precious metals or fittings.

I'm sorry to disappoint Mrs W but, for the reasons I've explained, I don't uphold her complaint.

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 Mrs W to accept or reject my decision before 25 February 2025.

Louise Povey

Ombudsman