

## **The complaint**

Mr H complains that AWP P&C S.A. declined his claim against a travel insurance policy. Reference to AWP includes its agents.

## **What happened**

Mr H has travel insurance as a benefit of a current account. Whilst he was on a trip Mr H suffered dental problems; a crown on one of his front teeth came out whilst he was eating. Mr H contacted AWP about making a claim. I'll refer to that phone call in more detail below. Mr H had dental treatment and made a claim against the policy. AWP declined Mr H's claim. It said what happened here wasn't covered by the policy. Mr H didn't think that was fair and pursued his complaint.

Mr H says whilst he wasn't in pain, it was necessary to get emergency dental treatment as he was only halfway through his trip and it would be difficult to eat and keep free from infection for the rest of the trip. He says the policy is unreasonably narrow in relation to dental treatment. Mr H says he phoned AWP before he received treatment and it told him he could get emergency dental work done up to the policy limit and make a claim. He wants AWP to settle his claim.

One of our Investigators looked at what had happened. He didn't think AWP had acted unfairly or unreasonably in declining the claim. That was because the policy covers emergency dental treatment to relieve sudden pain and excludes cover for dental work involving precious metals or dental fittings. The Investigator said Mr H wasn't in pain and a crown is a metal or dental fitting.

The Investigator said he'd listened to the recording of the phone call when Mr H first contacted AWP. He said whilst AWP said Mr H could book a dental appointment it also relayed the relevant policy terms and made him aware there's only cover for emergency dental treatment to relieve sudden pain.

Mr H didn't agree with the Investigator. He said during the phone call, AWP didn't ask him whether he was in pain. Mr H said if AWP had asked him, he would have said he wasn't in pain; he'd previously had root canal treatment on the tooth, so it wasn't possible to feel anything. He maintains it was an emergency. Mr H says AWP's final response doesn't mention cover is limited to relieve sudden pain and mentions only the exclusion in relation to precious metals or dental fittings. He says those terms should be defined in the policy.

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

In this decision I'm dealing with Mr H's complaint which led to AWP's final response of 9 July 2024. As the Investigator explained, if Mr H wishes to complain about other matters, he should first raise them with AWP.

## 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 AWP should deal with claims promptly and fairly and must act to deliver good outcomes for retail customers.

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 an exclusion set out in the policy, the onus shifts to the insurer to show how that exclusion applies.

The starting point is the terms and conditions of the policy, the relevant parts of which say as follows:

### **'Section 3 – Emergency Medical and Associated Expenses**

[...]

*What you are covered for*

[...]

#### **Outside Your Home Area**

[...]

#### **Dental**

- *Up to £1,000 for emergency dental treatment to relieve sudden pain.*

[...]

*What you are not covered for*

**We will not cover:**

- [...]
- *Any claim for any dental work involving precious metals or dental fittings;*

The policy doesn't cover what happened here. That's because Mr H didn't require emergency dental treatment to relieve sudden pain and the dental work involved a dental fitting. When AWP declined Mr H's claim on 2 July 2024, it referred to the parts of the policy I've set out above. I think AWP declined Mr H's claim in accordance with the policy terms. However, I've gone on to consider whether that produces a fair and reasonable outcome in this case.

Mr H says the policy is unreasonably narrow in relation to dental treatment. As I've said above, it's for the insurer to decide what risks it's willing to cover and on what terms. This isn't a medical insurance policy and it's usual in policies of this type to limit cover. I don't think the limitation of cover or the exclusions are such that they should have been specifically drawn to Mr H's attention at the outset. I think it's for AWP to decide which words it defines in the policy and I don't think it acted unfairly or unreasonably in not defining '*precious metals or dental fittings*', as I think the ordinary, natural meaning of those words is sufficiently clear.

I've listened to the phone call between AWP and Mr H. AWP correctly set out what the policy covered. I don't think it was obliged to ask Mr H if he was in pain. AWP gave Mr H sufficient information to enable him to decide how to proceed – it didn't confirm it would settle a claim. Even if I reached a different conclusion about that I don't think it would alter the outcome of this complaint. That's because it's clear – and quite understandable – that Mr H wanted to

proceed with treatment, so I think he would have done so regardless of any information he received during the phone call.

I'm sorry to disappoint Mr H but there are no grounds on which I can fairly direct AWP to settle his claim.

### **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 H to accept or reject my decision before 7 April 2025.

Louise Povey

**Ombudsman**