DRN-5552153

The complaint

Mrs W is unhappy with The Dental Insurance Partnership Ltd (DIP) as she thinks her dental implant protection policy wasn't correctly set up and established.

Mrs W is being represented by her husband, Mr W, on this complaint. I'll refer to Mrs W throughout this decision as she is the main complainant.

What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Initially, the policy was set up for the first year as an indemnity provided by the dental practice for the implant procedures carried out on Mrs W. At the end of the first year, DIP contacted Mrs W directly with the possibility of continuing the cover for implant protection. A new policy contract was set up between Mrs W and DIP starting in July 2013. The policy was renewed subsequently in the following years. I understand the policy was cancelled in 2022.

DIP has authority to handle claims and act as the administrator on behalf of the insurer. Mrs W made a claim on her policy, and it was declined so she made a complaint about this (dealt with under a separate complaint) to DIP. Other points that were raised and that related to the sale now form part of this new and separate complaint.

In summary, Mrs W said the following:

- She doesn't think the policy was established properly due to misleading or incomplete information about the insurer.
- There's confusion surrounding the relationship between various insurers and brokers and no-one explained this to Mrs W.
- She cannot trace papers that set out the limitations of the policy when it was transacted.
- Had Mrs W known about the policy and underwriter, she would have looked for cover elsewhere.
- The underwriter refused to deal with the insured.

DIP responded and said it hadn't done anything wrong. It provided evidence of documentation that would have been sent to Mrs W at the time of the sale, within a mail merge and on renewal. DIP also said that Mrs W has evidenced receipt of the policy documents and renewal certificates.

Mrs W brought her complaint to this service. Our investigator didn't uphold it. She thought the policy had been established as required by the relevant industry rules.

Mrs W disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

At the outset, it's important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mrs W. Rather it reflects the informal nature of our service, its remit and my role in it.

Industry rules set out by the regulator (the Financial Conduct Authority) say firms must ensure that a customer is given appropriate information about a policy in good time and in a comprehensible form so that the consumer can make an informed decision about the arrangement proposed. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mrs W's complaint.

My understanding is that Mrs W took out the policy with DIP in July 2013 following a year of having indemnity cover with the dental practice. The sale of the policy was on a non-advised basis which means that DIP needed to provide information about the specific policy which must be clear, fair and not misleading.

I've considered policy documents provided to this service by both parties. Amongst these include the certificates of insurance, the 'General Terms of Business Agreement' letter, copies of the renewal invitations, key facts document and the policy terms and conditions.

Whilst Mrs W has provided some of the policy documents, she said she cannot be sure when she received some of these as they are undated – such as the 'General Terms of Business Agreement', the dental implant policy terms and conditions and a key facts document. I note the renewal letters for 2013 and 2014 she's provided. She explained that she didn't receive any further documentation beyond June 2015. In the 'Important Facts About Your Insurance' document, there is confirmation that the policy wasn't recommended, and no advice was provided by DIP. Mrs W has also provided a copies of the certificate of insurances for the policy years July 2013 and July 2014.

Mrs W has raised a number of concerns about the policy that she took out with DIP. I'll address these below.

- She doesn't think the policy was established properly due to misleading or incomplete information about the insurer.

- There's confusion about the relationship between the insurer and DIP and no-one explained this to Mrs W

I've considered that DIP confirmed in the key facts document who the insurer was and refers Mrs W to the full policy terms and conditions. Whilst the insurer didn't directly deal with policyholders, DIP was given the authority to deal with claims and administration on behalf of the insurer. This isn't unusual between a broker and an insurer. The policy documents I've reviewed do provide this information. So, I don't think the policy wasn't established properly or that there was confusion about who the insurer was. DIP explained that over time, the insurer changed on the policy due to the cover and risks they were offering but that's not the same as the policy not being established correctly and that's also not unusual. Given that the

sale was non-advised, I think DIP provided sufficient information to ensure it was clear, fair and not misleading. Having looked at the documentation provided; I'm not persuaded that the information was misleading.

- Mrs W says she cannot trace papers that set out the limitations of the policy when it was transacted.

As I've mentioned above, I've considered the policy documentation provided which include the certificates of insurance for the policy years 2013, 2014 and 2022. These state: 'See full policy terms and conditions attached'. The terms and conditions of the policy confirm the insurer, the key facts document and the terms of business information confirm DIP's role as the broker. In addition, a copy of a renewal letters sent as a mail merge then subsequently each year. Whilst it hasn't been able to show the exact documentation sent to Mrs W, this isn't unusual due to the time that has passed. I also note that Mrs W completed a direct debit mandate from 2015 onwards where the premium was being paid monthly for the policy. Taking all of this into account, I think it's reasonable for Mrs W to have requested information about her cover had she not received documentation or if any of it was missing. Mrs W was aware of the policy as direct debit payments were being made monthly so it would also have been reasonable for her to query her cover or contact DIP for copies of any of the policy documents. The policy continued for a number of years from 2013 to 2022 and as renewal took place every year, I would have expected that Mrs W request the policy information sooner than 2022. The policy documents I've seen provide the terms and conditions and this, along with the key facts document and the terms of business agreement had sufficient information which allowed Mrs W to make the choice of whether she should take the policy out.

- Had Mrs W known about the policy and underwriter, she would have looked for cover elsewhere.

I acknowledge Mrs W's comments. But she is questioning the policy off the back of her claim being declined. In hindsight, I understand this is difficult, but my role is look at whether the policy was established correctly and that means looking at how the sale was conducted and what responsibilities DIP had in doing so. As I've said above, the policy renewed each year, and the policy was taken on a non-advised basis. Each year Mrs W would have had the opportunity to review the policy. She decided to continue for a further 12 months until she made the claim in 2022. I can't be certain what Mrs W would have done had she known then what she knows now. But looking at the issue independently and impartially, on balance, I'm not persuaded that Mrs W would have looked for alternative cover.

- The underwriter refuses to deal with the insured.

The insurer has confirmed to Mrs W that DIP has the authorisation to deal with the claims and the administration of the policy. I understand Mrs W would have preferred the insurer to handle the claim and be able to correspond with it directly. However, I can't ask the insurer to change the terms between it and DIP as this isn't something this service can get involved in. This is therefore an issue I can't comment on.

What I've decided

Overall, I fully appreciate that Mrs W has found the issues frustrating and this has caused her distress. However, having taken everything into account, on balance I'm not persuaded that the policy Mrs W took out with DIP wasn't established correctly or that confusion was caused in its policy documentation. Whilst I haven't had sight of all the paperwork for every year the policy renewed, the information I have seen is sufficient to satisfy me that the policy

was set up and established correctly. In the circumstances of this complaint, I don't require DIP to do anything further.

My final decision

For the reasons given above, I don't uphold Mrs W's complaint about The Dental Insurance Partnership Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 10 July 2025.

Nimisha Radia
Ombudsman