DRN-5794158

The complaint

Mr V is unhappy that BUPA Insurance Limited (BUPA) declined his claim on his private dental insurance policy.

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.

Mr V has a private dental insurance policy arranged through his employer. BUPA is the underwriter of the policy.

On 21 January 2025, Mr V received an email from Bupa which provided updated policy terms.

On 13 March 2025, Mr V had a tooth extraction and Bupa paid part of the claim, leaving a £100 shortfall.

On 14 March 2025, Mr V had a telephone conversation with Bupa. Bupa explained that the email said the changes would happen from 1 September 2024, but the changes only applied upon renewal of policies. Mr V's renewal was on 20 March 2025 so those changes would only have taken place when that policy renewed. Mr V said this wasn't made clear in the email. So that was why he went ahead with the tooth extraction on 13 March 2025. A complaint was raised on his behalf by Bupa.

On 18 March 2025, Mr V had to have an emergency tooth extraction. He made a further claim for this and whilst Bupa made a part settlement, he was again left to pay a shortfall of £625 as Bupa said Mr V had used up his benefit limit. It explained that Mr V was advised on 14 March 2025 about his remaining limit and he went ahead with the extraction knowing this.

On 25 March 2025, Bupa sent a response to Mr V's complaint of 14 March 2025. It agreed agreeing that the email of 21 January 2025 was misleading. It agreed to pay the £100 shortfall for the claim of the first tooth extraction. Bupa sent a second response on 17 April 2025 to Mr V about the second claim. It made a part payment of £110 and left the balance for Mr V to pay.

Unhappy Mr V brought his complaint to this service. He said when he went ahead with the emergency tooth extraction on 18 March 2025, he hadn't yet received a conclusive confirmation about his complaint raised on 14 March 2025 and this was only received on 25 March 2025. Our investigator didn't uphold the complaint. She didn't think Bupa had acted unfairly in asking Mr V to pay for the shortfall.

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

I issued a provisional decision to both parties dated 19 August 2025.

I said the following:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Industry rules set out by the regulator (the Financial Conduct Authority) say that insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about this complaint.

The key issue in dispute is that Mr V says he didn't have conclusive confirmation from Bupa until 25 March 2025 that the email of 21 January 2025 was misleading. That was why he went ahead with the extraction on 18 March 2025.

I've started by looking at the email of 21 January 2025. Bupa has accepted that this email was misleading. It said the changes to the policy were meant to go ahead from the renewal of each member's policy but that wasn't made clear in its email, which said the changes were due to take effect from 1 September 2024. This is no longer in dispute by Bupa.

I've also listened to the call of 14 March 2025. The advisor explained she didn't have a copy of the email dated 21 January 2025. So, Mr V sent it to her as they were speaking. The advisor tried to explain what the email meant but Mr V said this wasn't what was actually written.

Having listened to the call, I'm not persuaded that the Bupa advisor confirmed the email of 21 January 2025 was misleading. She said she would have to refer this. Whilst she explained what the email meant, I can see that wasn't exactly what it said in writing. And Mr V said this in the call. And Bupa later agreed (on 25 March 2025) that it was misleading. But, on 14 March 2025, Mr V did not have this confirmation. By that time, Mr V had to have an emergency tooth extraction on 18 March 2025. And the complaint was being investigated at this point. Mr V had no confirmation from Bupa on 14 March 2025 that the email was definitely misleading.

I don't agree with Bupa that Mr V fully understood how the email affected his claim – he only said he understood in the context of what the advisor's interpretation of the email was. I'm also not persuaded that Bupa fully explained that the changes will be made to the policy at renewal. The evidence shows that Bupa's position regarding the email of 21 January 2025 was only confirmed when it provided its final response to Mr V on 25 March 2025.

Bupa responded to our investigator that now it has been made aware the treatment Mr V had was an emergency, it will assess the claim against the relevant policy criteria. It said it wasn't aware the treatment was for an emergency.

Having reviewed everything, my intention is to uphold this complaint. I realise that Bupa has already assessed Mr V's claim for the emergency tooth extraction and paid £110. However, I don't have sufficient information showing under which section of the policy the claim was assessed.

Bupa now says that it is happy to assess the claim against the emergency treatment section of the policy.

I don't think Mr V has been treated fairly based on what's happened. Bupa had the opportunity to assess the claim correctly following Mr V's treatment on 18 March 2025. Industry rules require insurers to handle claims promptly and fairly and they shouldn't unreasonably reject a claim. From the evidence available, I don't think there's sufficient evidence to suggest that Mr V knew definitely on 14 March 2025 that the email of 21 January 2025 was misleading. I can't see that he left the call thinking this as the advisor was going to forward the information to Bupa's complaints team for it to investigate Mr V's concerns. So, it

doesn't follow that Mr V knew he wouldn't be covered for the emergency tooth extraction on 18 March 2025. I don't think it was unreasonable therefore that he went ahead to have the emergency treatment and then submitted a claim.

I recommend therefore that Bupa re-asses Mr V's claim for the emergency tooth extraction against the relevant section of his dental insurance policy.

I also recommend that Bupa pay Mr V £150 compensation for the distress and inconvenience caused to him. He raised a valid point about the email being mis-leading which Bupa acknowledged that it was. Having done so, he went on to make a second claim where Bupa had the opportunity to make things right based on the telephone conversation of 14 March 2025. Having thought about this carefully, I don't think Bupa treated Mr V fairly and as such my intention is to uphold Mr V's complaint.

Putting things right

I'm intending on directing Bupa to:

- *Re-assess Mr V's claim for the emergency tooth extraction against the relevant policy terms and conditions.*
- *Paying Mr V £150 for the distress and inconvenience caused to him.*

Bupa responded and accepted my provisional decision.

Mr V responded and also accepted the provisional decision. He said he's accepted on the context of his refusal for his claim to be assessed against the emergency treatment section of the policy.

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 reconsidered everything and the comments from both parties, I am upholding this complaint.

I understand that Mr V does not want Bupa to re-assess the claim under the emergency dental treatment section of the policy. This is because he believes the tooth extraction he had on 18 March 2025 falls within the restorative dental treatment section of the policy. Additionally, based on the communication he had in January 2025 from Bupa that extractions were being moved to major restorative benefit, Mr V believes the claim ought to be assessed under this section. I think Mr V makes a fair and reasonable point and Bupa should consider this when re-assessing the claim.

The referral email sent to the dental practice on 17 March 2025 was headed '*an urgent referral letter'.* And the emergency dental treatment section specifies that the dental treatment must be provided at the first emergency appointment for the relief of any acute dental condition. Mr V didn't have his dental treatment at the first emergency appointment. So Bupa should take this into consideration.

In considering the further comments from Mr V, I see no reason to depart from the outcome of my provisional decision to uphold Mr V's complaint. Bupa should take into consideration when re-assessing Mr V's complaint that the treatment was for a tooth extraction and ensure it applies the relevant and most appropriate terms and conditions to the claim in a fair and reasonable manner. And it should take into account the evidence Mr V has provided

regarding the treatment he had.

Putting things right

To put things right, I direct Bupa to:

- Re-assess Mr V's claim for the tooth extraction against the relevant policy terms and conditions fairly and reasonably.
- Pay Mr V £150 for the distress and inconvenience caused to him.

It must do this within 28 days of the date on which we tell it Mr V accepts my final decision. If it takes longer, Bupa must give Mr V a meaningful update setting out the timeframe when it will settle the claim.

My final decision

For the reasons given above, I uphold Mr V's complaint about Bupa Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 1 October 2025.

Nimisha Radia
Ombudsman