

The complaint

Mr S is unhappy with Aviva Insurance Limited's decision to decline his claim.

What happened

Mr S had an accident in October 2023 and lost his front teeth. He claimed on his group medical insurance policy, provided by his previous employer, for restorative treatment. Aviva paid the treatment costs to remove the roots of his broken teeth, however, refused to cover the restorative treatment costs. Mr S brought his complaint to the ombudsman service as he wanted Aviva to pay the whole claim, including his dental implant treatment.

Aviva originally said the group policy didn't provide cover for the treatment. However, our investigator disagreed. She upheld Mr S's complaint, saying the policy wording was unclear, and so she said Aviva should pay the claim. She also said Aviva had caused delays handling the claim and said it should pay £100 compensation. Aviva initially agreed with her outcome, however, later argued Mr S's policy was no longer in place. It said Mr S had left his employer as of 31 December 2023 and so, as there was no active policy and the treatment hadn't already taken place, it refused to pay the treatment costs. Aviva requested an ombudsman to review the complaint.

I issued my first provisional decision on this complaint in May 2025. I provisionally decided not to uphold this as I was persuaded there was no active policy in place for the treatment to be considered against. I said Aviva had paid the claim up until the policy ended, which is what I'd have expected in the circumstances. I also said I thought it unlikely Mr S would have been able to have the whole restoration treatment within the time the policy was active. I recognised there were some delays and so agreed with the compensation recommended by our investigator.

Mr S disagreed with my findings and provided evidence to show that he'd intended to continue cover through a personal policy once he'd left his employer. He provided an email showing he'd received a quote from Aviva, on 12 December 2023, as evidence that was his intention. Mr S argued he'd have continued with cover if it wasn't for Aviva's initial mistake declining his claim – meaning there most likely would have been a policy in place to consider the treatment under. I carefully considered those arguments and issued a second provisional decision in July 2025 and provisionally upheld the complaint.

I explained that Mr S's evidence was persuasive that he'd have most likely done something differently, which would have resulted in him having cover. I felt the fair thing to do in the circumstances was to recommend Aviva pay the claim in full, plus £2,500 compensation for the substantial distress and inconvenience of not having the restorative treatment for almost two years.

Aviva responded to that provisional decision, providing further evidence, and said the policy Mr S received a quote for in December 2023 wouldn't have offered him cover for surgical procedures on teeth. It also said Mr S was made aware of that at the time and said he'd planned to pursue the restorative treatment through other means. Aviva provided call recordings as evidence to support its argument.

I then issued a third provisional decision, in September 2024, as I was persuaded by the evidence Aviva provided. I explained the evidence persuasively demonstrated that although Mr S wanted to continue cover with Aviva with a personal policy, it wouldn't have offered him cover for his dental implants. Aviva provided a copy of the prospective policy terms which showed it excluded cover for surgical procedures on teeth. I also highlighted Mr S was told about that during a conversation on 13 December 2023 and that he accepted Aviva's position at the time. Mr S said he was planning to explore options for treatment through his previous employer instead.

I provisionally decided therefore Aviva didn't have to pay the claim like I'd previously recommended. I also said the £2,500 compensation wasn't payable, however, I maintained Aviva should pay the initial £100 compensation for the delays and poor service.

Aviva accepted my provisional decision, but Mr S didn't. In summary, Mr S said his claim was covered at the time of the accident and that Aviva should pay the claim on that basis. He said had Aviva not delayed in telling him his treatment was eligible in 2023, he'd have paid for the treatment upfront, during the policy cover period, and had the treatment over the months that followed. And so, it's now for me to make a final decision.

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've decided to partially uphold it in the way I explained in my provisional decision earlier this month. I'm not persuaded Aviva needs to pay for the treatment, for the same reasons outlined in that provisional decision. I think the evidence shows that the new policy wouldn't have provided cover and so Mr S would never have had access to dental implant treatment beyond 31 December 2023.

I understand the argument Mr S made in response to my provisional decision – that he'd have paid the treatment costs upfront had he known – but that's not what happened and therefore not something I could reasonably decide in the circumstances of his complaint.

Mr S said Aviva's delay in telling him the treatment was covered further compounded this issue and that I should therefore find in his favour. But I'm not persuaded by that argument. I don't disagree that he might have paid for the treatment upfront, but I can't say that was most likely in the circumstances as the evidence doesn't persuade me that's the case.

I accept Mr S's comments that the complaint appeared to have evolved somewhat over the last few months, but that's because more compelling and conclusive evidence was received throughout that time. I made a finding provisionally to uphold his complaint, based upon the evidence he provided that I felt persuasively showed he'd have most likely continued with a personal policy. But things have moved on since then and further submissions changed my position for the reasons I explained in my most recent provisional decision.

And so, because Mr S didn't undergo the dental implant treatment during the period he was actively covered, and there are no out of pocket expenses incurred during the period of cover, Aviva doesn't have to pay his claim.

Putting things right

Aviva must pay £100 compensation as explained in my provisional decision.

My final decision

I'm partially upholding this complaint and Aviva Insurance Limited must pay Mr S £100 compensation for the delay and poor service he received.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 October 2025.

Scott Slade
Ombudsman