

The complaint

Mr F is unhappy that BUPA Insurance Limited (BUPA) has declined his dental insurance claim under his private insurance policy.

What happened

Mr F has a group private medical insurance policy. The underwriter is BUPA.

On 12 May 2024, Mr F had an accidental injury to his tooth. He bit into a hard popcorn kernel which caused significant damage to his tooth and caused the inlay to be dislodged. He visited his dentist who provided a treatment plan to repair the damaged tooth.

Mr F submitted the claim to BUPA. It declined it because the injury wasn't considered accidental and was excluded under the general exclusions of the policy.

Unhappy with BUPA's response, Mr F brought his complaint to this service. Our investigator upheld the complaint. She thought the injury was accidental and was caused by an external impact. And the policy terms and conditions doesn't include food as a specific inclusion and the dental injury wasn't caused by any of the listed exclusions within that section. She recommended that BUPA settles the claim and pay 8% simple interest per annum.

BUPA responded and didn't agree with the investigator's findings. It asked for the complaint to be passed to an ombudsman. So, it's been passed to me.

BUPA says the injury didn't occur from an external factor but from within the mouth so the claim wouldn't be covered.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've considered, amongst other things, the terms of this policy and the circumstances of Mr F's claim, to decide whether BUPA treated him fairly.

The policy terms and conditions

I've started by looking at the terms and conditions of the policy as they form the basis of the insurance contract between BUPA and Mr F.

Under the heading of '*What is covered*', on page 23, it states:

'CB4 Accidental dental injury cash benefit

Dental treatment by a dentist which you or a dependant who is aged 16 or over at the start of your policy year, need because of an accidental dental injury.

The dental treatment must take place within six months of the accidental dental injury.'

And 'Accidental dental injury' is defined in the policy on page 45 as:

'Damage to your teeth or gums caused by accidental external impact.'

Under the 'What isn't covered' section of the policy on page 29, it states

'12 Dental treatment or oral treatment

Any dental or oral treatment isn't covered including:

- *dental implants or dentures, repairing or replacing damaged teeth, including crowns, bridges, dentures, or any dental prosthesis*
- *managing of, or treatment for jaw shrinkage or loss as a result of teeth removal or gum disease*
- *bone disease treatment for gum or tooth disease or damage.*

Exception: an eligible operation is covered when carried out by a consultant to:

- *treat a jawbone cyst, so long as it's not for a cyst or abscess on the tooth root, or any other tooth or gum disease or damage*
- *surgically remove a complicated, buried or impacted tooth root, which is causing infection or pain, such as an impacted wisdom tooth, so long as it's not to make space for dentures.'*

Has the claim been declined fairly?

Mr F explained that his tooth was damaged by putting a hard popcorn kernel into his mouth which then damaged and dislodged his tooth.

BUPA says damage to the tooth was caused internally and is therefore not classed as an accidental injury. It also says an example of external damage would be like being hit in the face by a ball.

Having considered this carefully, I think the claim has been declined unfairly by BUPA. Whilst I have taken due regard of the rules, industry guidelines as well as to Mr F's policy terms and conditions, my remit also permits me to review the evidence available and look at whether BUPA has treated Mr F fairly and reasonably.

Having done so, I'm upholding this complaint. I'll explain why:

- Mr F's injury was caused by him putting a popcorn kernel into his mouth. It was hard and this dislodged his tooth. And I think the injury was accidental. The injury happened because of putting something in from the outside of the mouth. So I think it was the impact of an external factor that caused the tooth to be dislodged.
- BUPA says an example of an external factor would be like being hit in the face by a ball. But I can't see anything in the policy terms and conditions which clearly defines what an external factor would be and conversely, there's nothing in the policy terms to clearly define what an internal factor to be. So, I don't think it's clear in the policy terms that a tooth being damaged by eating into a hard popcorn kernel isn't covered under Mr F's policy. The policy terms aren't sufficiently clear to conclude that the claim isn't covered because of what happened here.
- I can't safely conclude that the injury caused was a general dental injury and therefore would be excluded under the 'What is not covered' section of the policy. There's nothing in this section to say that injury cause by food isn't covered under the

- policy.
- None of the listed items under the '*What is not covered*' section of the policy lists damage caused by food put into the moth as an exclusion.
 - I'm satisfied therefore that BUPA has declined the claim unfairly and unreasonably, considering all the circumstances of this complaint.

I uphold this complaint and now require BUPA to put things right as if the damage hadn't occurred. I've set out below what I require BUPA to do.

Putting things right

I require BUPA Insurance Limited to put things right by:

- Settling Mr F's claim in line with the policy terms and conditions, subject to any deductions such as the excess on the Mr F's policy.
- Adding 8% simple interest per annum, one month from the date of the claim to the date of settlement*.
- Deducting the cost of scaling and polishing. I note that in the invoice Mr F has provided, there's a cost for scaling and polishing. I don't think this is an element that should be included as part of the claim and therefore, BUPA should deduct this cost from the total cost of the claim.

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

*If BUPA Insurance Limited considers it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr F how much it's taken off. It should also give them a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 23 October 2024.

Nimisha Radia
Ombudsman