

The complaint

Mr A complains about the difficulties he had in relation to his membership of a private dental plan with BUPA Insurance Limited.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr A and his son had the benefit of a group private dental plan via Mr A's employer. In June 2023, Mr A called BUPA about continuing his cover with a personal policy. His first call to BUPA was disconnected before he spoke to someone. When he phoned BUPA a second time, his call was disconnected mid-conversation. BUPA didn't call Mr A back.

Mr A complained to BUPA. In response to Mr A's complaint, BUPA apologised for the service issues, paid him compensation of £100 in relation to his inconvenience, promised a call back from its sales team within two days and gave him its phone number. BUPA didn't phone Mr A back and when Mr A contacted BUPA again he discovered that it was closed. Mr A pursued his complaint.

Mr A complains about the poor service he's received which he says left him anxious about his cover and caused him significant mental and emotional distress. He says that he has health challenges and that this has intensified his feelings of anxiety, frustration and mistrust. Mr A says that he was left uncertain about his cover so was hesitant to seek dental care. Mr A says that BUPA's actions could have resulted in a lapse of cover and that he's had to cancel several scheduled appointments.

Mr A wants continuous cover, compensation for his distress and inconvenience, assurances about service and personalised support.

One of our investigators looked at what had happened. She said that BUPA had acknowledged Mr A's concerns, apologised and paid him compensation. The investigator thought that the compensation BUPA had already paid Mr A was fair and reasonable.

Mr A didn't agree with the investigator. He said that the investigator hadn't addressed sufficiently certain aspects of his complaint. Mr A said that BUPA had provided inconsistent service which had caused him more than mere annoyance. He said that without more information or assurances about internal action and preventative measures, it's difficult to ascertain the sincerity and efficacy of those measures.

Mr A reiterated that he doesn't think that compensation of £100 is sufficient in his case. He said that he wants information about future service. Mr A said that adequate compensation should reflect his inconvenience and respect for his time and for the principle of providing reliable service.

The investigator thought about what Mr A said but didn't change her view. Mr A asked that an ombudsman consider his complaint, so it was passed to me to decide.

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.

It's clear that Mr A has very strong feelings about this matter. He's provided detailed submissions to support his complaint, which I have read and considered. I'm conscious that I haven't set out above all that Mr A has said. That reflects our service that, wherever possible, aims to be informal. I'm satisfied that I've captured the essence of what happened. I trust that Mr A won't take as a discourtesy the fact that I focus on what I consider to be the central issue, that is whether the steps BUPA has already taken are fair and reasonable in this case.

This service isn't the regulator, so we can't direct BUPA generally about how it conducts its business or direct it to give Mr A information about internal action, preventative measures or future service. But we can look at the effect of BUPA's errors on Mr A in this case.

It's not in dispute that Mr A's first phone call to BUPA was disconnected before he spoke with someone, his second call was disconnected mid-conversation and that BUPA didn't return his call. BUPA has acknowledged this failure in service.

It's unfortunate that the phone call promised in BUPA's final response to Mr A didn't occur. BUPA gave Mr A an alternative number to call. I appreciate that Mr A called that number when the office was closed but I think BUPA did enough to try to ensure that Mr A could access the service he needed. So, I don't think that BUPA is responsible for any disruption in Mr A's dental treatment.

I understand from Mr A's response to the investigator's view that he still wants to talk to BUPA about dental cover. I think that it's open to Mr A to contact BUPA on the phone number it's provided during office hours, if he wishes to do so.

I've thought carefully about what's fair and reasonable in this case. In considering compensation, I've taken into account what Mr A has said and considered the nature, extent and duration of the distress and inconvenience caused by BUPA's errors.

In this sort of case, we might ordinarily conclude that an apology is sufficient. But Mr A has provided details of his personal circumstances which lead me to conclude that more than an apology is required for a fair and reasonable outcome in this case. Considering everything, I think that BUPA's payment of compensation of £100 is fair and reasonable. In reaching that view, I've noted that BUPA took steps to put matters right within a reasonable time and set out a way for Mr A to progress matters.

I'm sorry to disappoint Mr A but I don't uphold his complaint as I think that the steps BUPA has already taken, including the payment of compensation, are fair and reasonable in this case.

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 A to accept or reject my decision before 12 December 2023.

Louise Povey

Ombudsman