

The complaint

Mr M has complained about the way Aviva Insurance Limited ('Aviva') has dealt with his claim.

What happened

Mr M has a private medical insurance policy, underwritten by Aviva. He had an accident and needed dental surgery, which was covered. The surgeon also said Mr M might need to see his dentist to replace a filling if the adjacent tooth was damaged during surgery. But Aviva explained that this wouldn't be covered.

Mr M complained but Aviva said routine dental treatment was excluded under the terms of the policy.

Unhappy, Mr M referred his complaint to this Service.

Our investigator looked into the complaint but didn't think Aviva had unfairly declined the claim as there was a clear exclusion in the policy.

Mr M disagreed and said the further recommended treatment was prescribed by his surgeon and formed part of his treatment plan. And it wasn't merely routine dental treatment.

So the case has been passed to me for 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 don't think this complaint should be upheld. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The policy terms exclude the following:

"Any dental treatment not involving an oral surgical procedure on the teeth performed in a hospital, including

- *treatment carried out by a dentist or dental surgeon..."*

The policy terms and conditions confirm routine dental treatment isn't covered. This is defined in the policy as follows:

"Dental treatment carried out by a dental practitioner in a dental surgery including examinations, tooth cleaning, white fillings (where appropriate), crowns, fixed bridges extractions and surgery. We do not pay for removable bridges or contract schemes (for example monthly dental plans)."

Mr M says Aviva should cover the filling and a routine check-up following surgery.

I've considered the letter written by the surgeon which confirms an extraction had been arranged. The surgeon also said: *"There is a risk of fracture of the filling of the adjacent tooth during the procedure. If that happens, you will need to contact your dentist to arrange for a replacement of the filling."*

I'm satisfied that the policy exclusions are clear. Mr M says a check-up was recommended but routine dental treatment is clearly excluded under the terms of the policy.

In addition, his surgeon confirmed that he would need to see his dentist if the adjacent tooth was affected. This wasn't a part of the treatment plan but there was a possibility that Mr M would need to see his dentist. Mr M says he would only need to see the dentist as a result of the extraction procedure and so it should be covered.

I've carefully considered the argument Mr M has made. But I am satisfied that the replacement filling or any check-ups by his dentist clearly fall within the exclusion outlined above. If a replacement filling was required, it wouldn't be in hospital and Mr M would need to see his dentist. And so this falls within the exclusion and under the definition of routine dental treatment in the policy, which isn't covered.

Although Mr M doesn't agree that the replacement filling or examination is routine dental treatment (due to the reasons for needing the replacement filling), as there is a specific definition of this in the policy, that's the definition that has been applied, even if it isn't what he would ordinarily describe as routine dental treatment.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 August 2023.

Shamaila Hussain
Ombudsman