820/09

Den 13. maj 2009 blev i sag nr. 75.305:

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mod

Bupa Insurance Limited
Palægade 8
1261 København K

afsagt sålydende

k e n d e l s e :

_____

Forsikringstageren, der har sundhedsforsikring i Bupa Insurance Limited, tidligere International Health Insurance danmark a/s, klager over selskabets afvisning af at dække behandlinger hos tandlæge.

Selskabet har afvist at yde forsikringsdækning med henvisning til, at klagerens forsikring ikke omfatter almindelige tandlægebehandlinger.

I den af klageren til nævnet fremsendte klageskrivelse af 12/12 2008 hedder det:

> "After numerous correspondences with the above mentioned Insurance Company there are no signs to come to a compromise in reimbursement strategies of that company.
>
> Facts: I undersigned a complete plan policy which should cover at least between 75% to 90% of treatment costs, some of them after a waiting period of 6 to 12 months.
>
> Now the company refuses reimbursement of the costs of treatment of emergency dental care. Only emergency dental care with hospitalization or treatment due to an accident should be covered says the company.
>
> My special case: I encountered severe tooth pain after 9 months of policy commencement date. The reason was a deep caries focus within a pile of a bridge. The treatment of the caries could only be performed after removing the persisting bridge. After treatment the pile was blank and a new bridge has to be modeled and put on the pile. There was no time to wait because of the blank pile, as there is the danger that the pulpa will be hurt without a new cover by the bridge.

The company refuses reimbursement according the waiting period has not elapsed after nine months. But should I accept those severe pains for another three months? I think not.

That is why I am applying to your institution for help against the IHI."

Heroverfor har selskabet i skrivelse af 15/1 2009 til nævnet anført:

"Forsikringstager har tegnet en sundhedsforsikring hos selskabet, jf. vedlagte brochure. Forsikringen har været gældende siden d. 1 oktober 2007. Klager blev optaget i International Health Insurance danmark a/s med standardpræmie og standardvilkår.

I forbindelse med tandlægebehandlinger i oktober 2008, indsendte klager regninger, som han ønskede at få refunderet. Disse regninger blev afvist, da klager ikke har tilvalgt *dental cover* til sin forsikring.

Det skyldes, at klagers forsikring er en sundhedsforsikring, og *dental cover* er ikke omfattet heraf. Det er i brochuren over produktet tydeligt oplyst, at *dental cover* er en del af de *supplementary covers,* som kan tilvælges til forsikringen. Klagers forsikring omfatter udelukkende *Complete Plan and Hospital Plan,* og herunder er almindelige tandlægebehandlinger ikke omfattet. Den eneste undtagelse hertil er, at selskabet dækker akut tandbehandling i forbindelse med en ulykke, se brochure side 14. Klagers tandlægebehandlinger er ikke forårsaget heraf.
Selskabet har derfor afvist [klagerens] tandlægeregninger, da hans sundhedsforsikring i International Health Insurance danmark a/s, nu Bupa Denmark, filial af Bupa Insurance Limited, England, ikke omfatter almindelige tandlægebehandlinger."

Hertil har klageren i telefax af 26/1 2009 til nævnet bemærket:

"I have to emphasize that the special reason to consult a dentist before the waiting period was an emergency situation. The insurance told me and You that only the special plan 'supplementary cover' will cover the reinstallation of a bridge after removal of the caries focus. But there is no other way than removing the old bridge to cure the dental disease. After cure there is no alternative to the reinstallation of another new bridge. The only alternative is extracting all participating teeth. But this could not be an alternative."

Efterfølgende har selskabet i skrivelse af 4/2 2009 til nævnet bl.a. anført:

"Klagers tandlægebehandlinger, foretaget i oktober 2008, er blevet afvist, fordi forsikringståger ikke har *dental cover,* som en del af sin forsikring. Samtlige regninger blev afvist, hvilket skyldes, at klagers forsikring er en sundhedsforsikring, og *dental cover* er ikke omfattet heraf. Det er i brochuren over produktet tydeligt oplyst, at *dental cover* er en del af de *supplementary covers,* som kan tilvælges til forsikringen.

Klagers behandling hos tandlægen er ikke *emergency treatment,* og behandlingen er ikke foretaget i forbindelse med en ulykke, og derfor er de pågældende tandlægebehandlinger ikke omfattet heraf

Selskabet har derfor afvist [klagerens] tandlægeregninger, da hans sundhedsforsikring i International Health Insurance danmark a/s, nu Bupa Denmark, filial af Bupa Insurance Limited, England, ikke omfatter almindelige tandlægebehandlinger, men kun tandlægebehand-

linger i forbindelse med en ulykke, hvilket tydeligt fremgår af de tidligere tilsendte forsikringsbetingelser."

Af den af selskabet omtalte og vedlagte brochure (forsikringsbetingelserne) fremgår bl.a.:

"YOUR COVER OPTIONS
Health insurance requirements differ from country to country, and everyone has individual needs depending on their age and occupation. The International Swiss Medical plan offers you freedom, based on the most comprehensive Swiss-style medical benefits, and you will be covered during stays abroad as well as in your home country.

With the International Swiss Medical plan, you also have a choice when it comes to the actual cover. Depending on your needs, your insurance can be further increased with cover for Medical Evacuation & Repatriation and/or Dental & Optical cover. The following is an overall description of your options, and you will find a detailed description in the List of Reimbursements on pages 14-18.

The Complete Plan provides 100% coverage for hospitalisation, organ transplant, rehabilitation and childbirth. The annual insurance sum is USD 1,000,000/EUR 1,000,000/ CHF 1,500,000. Outpatient treatment, such as general practitioners, specialists, therapists and medicine expenses, is covered 90% up to a maximum of USD 40,000/
EUR 40,000/CHF 60,000 per policy year.

The Hospital Plan covers the expenses in connection with hospitalisation, organ transplants, rehabilitation and childbirth 100% up to the annual insurance sum of USD 1,000,000/EUR 1,000,000/CHF 1,500,000.
…
The Dental & Optical cover gives you free choice of dentist and optician. Expenses for dental care are reimbursed 75%. Routine dental treatment is subject to a six month waiting period whereas special dental treatment is subject to a 12 month waiting period. Expenses for glasses and contact lenses are reimbursed 50% up to a maximum of USD 270/EUR 270/CHF 400 per person per policy year. The annual insurance sum is USD 2,000/EUR 2,000/CHF 3,000.
…
LIST OF REIMBURSEMENTS
VALID FROM JANUARY 2007

The list of Reimbursements forms part of the Policy Conditions. It is therefore recommended to read both the List of Reimbursements and the Policy Conditions carefully.

COMPLETE PLAN AND HOSPITAL PLAN
Reimbursements of inpatient benefits are 100% of the expenses, unless otherwise stated. You will be reimbursed as soon as qualified expenses exceed the amount of the deductible.

	USD		EUR		CHF	
	HOSPITAL PLAN	COMPLETE PLAN	HOSPITAL PLAN	COMPLETE PLAN	HOSPITAL PLAN	COMPLETE PLAN
MAXIMUM COVER						
Annual maximum cover pr. person per policy year	1 mill.	1 mill.	1 mill.	1 mill.	1,5 mill	1,5 mill
…						

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HOSPITALISATION						
…						
Acute emergency dental treatment due to serious accident requiring hospitalisation In case of doubt, the decision will be left with the Company's dental consultant	100%	100%	100%	100%	100%	100%

…
SUPPLEMENTARY COVERS
…
DENTAL & OPTICAL
Expenses for dental care are reimbursed 75 %, whereas expenses for glasses and contact lenses are reimbursed 50 % up to max. USD 270/EUR 270/CHF 400 per person per policy year. A collective annual max. of USD 2,000/EUR 2,000/CHF 3,000 per person per policy year applies to the Dental & Optical supplement.
…
Subject to a 12 month waiting period

	USD	EUR	CHF
…			
BRIDGEWORK Bridgework and repairs	75%	75%	75%

"

Nævnet udtaler:

Efter sin gennemgang af sagen finder nævnet at måtte lægge til grund, at klagerens forsikring udelukkende omfatter "Complete Plan and Hospital Plan". Forsikringen er således tegnet uden dækningen "Dental & Optical", som i den ovenfor gengivne brochure er beskrevet i afsnittet "Supplementary Covers". Den af klageren tegnede forsikring dækker følgelig alene tandbehandling, såfremt der er tale om "Acute emergency dental treatment due to serious accident requiring hospitalisation". Efter det oplyste har der ikke været tale om sådan tandbehandling, hvorfor nævnet ikke kan kritisere, at selskabet har afvist at yde forsikringsdækning som sket.

Herefter, og idet det af klageren i øvrigt anførte ikke findes at kunne føre til et andet resultat,

b e s t e m m e s :

Klagen kan ikke tages til følge.

Jacques Hermann

udskriften bekræftes

Henning Jønsson