

## **The complaint**

Mr W is unhappy about what CIGNA Life Insurance Company of Europe SA-NV ('CIGNA') did when he was overcharged by a dentist.

## **What happened**

Mr W has a dental plan through his employer, underwritten by CIGNA, which includes a 'full cover' dentist benefit. This benefit would provide Mr W with full reimbursement for the majority of treatments covered by his plan.

Mr W submitted a claim following treatment but was overcharged by the dentist. He complained to CIGNA who confirmed the dentist would need to provide a refund to Mr W. Mr W was unhappy that he had to seek the refund himself. So he referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think CIGNA had done anything wrong. Mr W disagreed and asked for an Ombudsman's decision.

And 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.
- This decision relates solely to the complaint about the dentist's overcharging. The background is well known to both parties so I won't rehearse the facts here again. I've carefully considered everything Mr W has said but in my decision I will only focus on what I consider to be key.
- Mr W visited a 'full cover' dentist and should have been charged fees in line with a fee schedule set by CIGNA, which the dentist had signed up to. However, the dentist overcharged Mr W. This was a mistake made by the dentist and not CIGNA.
- Mr W complained to CIGNA and says it should have taken responsibility for resolving the matter after he told it that he had been overcharged.
- I've seen that CIGNA did make contact with the dentist and asked if it would process the refund for the overcharged amount, but the dentist insisted that Mr W would need to contact them directly to obtain the refund. As CIGNA didn't make the mistake and couldn't arrange the refund, I don't think it's fair or reasonable to expect it to do anything more in the circumstances.

- Mr W says CIGNA is responsible for the actions of the dentist. But I disagree. Dentists can sign up to the 'full cover' arrangement, but they do not carry out work or complete treatment on behalf of CIGNA. Instead, CIGNA agrees to pay Mr W a benefit for the cost of his dental treatment. He chooses which dentist to use.
- The costs which CIGNA will pay are set out in CIGNA's policy terms and conditions. This means the dentists are responsible for their own actions and the treatment they provide. And CIGNA is responsible for reimbursing Mr W, up to the limits specified. CIGNA did reimburse Mr W in line with the limits specified and it was the error by the dentist which led to Mr W being overcharged.
- Overall, I'm satisfied CIGNA acted reasonably in trying to assist Mr W by contacting the dentist and passing its response to Mr W. So I won't be asking it to do anything more.

### **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 W to accept or reject my decision before 5 February 2024.

Shamaila Hussain  
**Ombudsman**