

The complaint

Mr D complains about Simplyhealth Access' settlement of his dental insurance claim. My references to Simplyhealth include its agents.

What happened

Mr D has dental insurance through his employer. The insurer is Simplyhealth. The policy started in April 2010 and has been renewed each year with the same level of cover.

In late March 2022 Mr D contacted Simplyhealth to check if dental implant treatment was covered by the policy. He says that after several emails between him and Simplyhealth it emailed confirming his treatment would be covered.

In October 2022 Mr D had an implant procedure which cost about £6,000. He paid the cost and claimed on the policy. Simplyhealth paid £9.60 toward the claim. It said it wouldn't pay any more as Mr D had already used his annual restorative benefit entitlement which had a £2,000 limit.

Mr D complained to us. He sent us the email which he says shows that Simplyhealth agreed to cover his treatment. In summary he said:

- The policy stated that implants are covered up to £20,000.
- He's now left having had part of the implant treatment which he can't afford to finish. He would never have started the treatment if he'd known Simplyhealth wasn't going to cover the cost. He's been left with problems chewing his food and a lot of stress.
- He wants Simplyhealth to pay for his treatment.

Simplyhealth said the £2,000 limit was clear in the policy documents and it had told Mr D in several emails that the £2,000 limit applied to his treatment.

Our investigator said Simplyhealth's settlement of the claim was reasonable.

Mr D disagrees and wants an ombudsman's decision. He said he'd sent emails to Simplyhealth to get confirmation of whether he was covered for his implant treatment plan because some things in the policy were unclear to him. He just wanted a simple 'yes' or 'no' from Simplyhealth.

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 they mustn't turn down (or settle) claims unreasonably.

I'm sorry to disappoint Mr D but I think Simplyhealth reasonably settled the claim. I'll explain why.

At the annual policy renewal in April 2023 Simplyhealth sent Mr D the table of cover which says there's cover for worldwide restorative treatment for 80% of the costs up to a limit of £2,000 per policy year.

The second page of the table of cover is headed 'Implant Upgrade Cover Addendum' which says if dental implant treatment is necessary as a direct result of an injury there's maximum cover of £20,000.

I've seen no evidence that Mr D needed dental implants as a direct result of an injury, so the £2,000 limit applied. Under the policy terms Simplyhealth correctly used the £2,000 limit to settle Mr D's claim.

I've also considered whether there's any fair and reasonable basis on which I can say Simplyhealth should pay all the claim.

Mr D says Simplyhealth agreed to cover all the cost of his treatment when on 20 June 2022 it sent him an email saying *'I have looked at this information of the treatment plan from your dental practice and this would be acceptable, so you can go ahead and proceed with your treatment'*.

Simplyhealth didn't specifically state the £2,000 benefit limit applied in that authorisation of treatment email. But in its email exchanges with Mr D before the 20 June email Simplyhealth had told Mr D in four emails, on 5 April, 11 April, 30 April and 17 May 2022, that it would contribute toward his treatment but the treatment would be from his worldwide restorative benefit which is 80% of his treatment up to £2,000 per policy year.

Mr D's email to Simplyhealth of 6 April 2022 queried Simplyhealth giving him the £2,000 limit as he said his policy stated there was a £20,000 limit. Simplyhealth's email of 11 April 2022 told Mr D the £2,000 applied to his treatment and the £20,000 limit only applied if the implants were due to an injury, which his dentist would need to confirm.

I'm satisfied that Simplyhealth gave Mr D the correct information that the £2,000 limit applied to his treatment claim and it clearly gave that information numerous times before Mr D had his treatment. I think Simplyhealth could reasonably understand that Mr D would know that the £2,000 limit applied to his treatment given all the information about the limit it had given him. Simplyhealth sent Mr D a claim breakdown to show he had the 80% payback up to the £2,000 limit, which he hasn't disputed.

Overall I'm satisfied that Simplyhealth's settlement of the claim was fair and reasonable.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 December 2023.

Nicola Sisk
Ombudsman