

## The complaint

Mr R complains about the decision by CIGNA Life Insurance Company of Europe SA-NV not to cover a CBCT scan under a dental insurance claim.

## What happened

Mr R holds dental insurance cover through his employer's group scheme. His son is also covered.

In February 2021, Mr R's son had orthodontic treatment, including a CBCT scan. Mr R made a claim for the scan, however, CIGNA refused to cover this. Unhappy with this, Mr R brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She thought CIGNA's claims decision had been in line with the policy terms.

I issued a provisional decision on 11 February 2022. Here's what I said:

*"The policy includes a list of benefits that CIGNA will cover, and the maximum amounts payable. These are set out under the headings preventative treatment, minor treatment, and major treatment. As our investigator has said, CBCT scans aren't included in that list.*

*However, the list also includes orthodontic treatment, and only says that cosmetic treatment isn't covered under this benefit.*

*Further information is then given later in the policy about orthodontic treatment. Under 'what's covered', it says:*

*"We will pay the benefit for orthodontic treatment for members and dependants."*

*Under 'what's not covered', it says:*

*"Any Invisalign orthodontic treatment for members or dependants under age 18. Please also see 'Other charges and treatments not covered' section."*

*I've looked at the 'Other charges and treatments not covered' section, and this lists various treatments not covered (though CBCT scans aren't mentioned in this list). It also says 'any treatment not listed in the list of benefits'. However, the list of benefits includes cover for orthodontic treatment.*

*The policy doesn't define what's meant by 'orthodontic', though 'treatment' is defined as:*

*"any dental procedure or service that is carried out or personally controlled by a dentist, as well as procedures provided by a hygienist, and is included in the list of benefits."*

*My understanding is that a CBCT scan is a type of x-ray used by dentists (that gives*

*more information than normal x-rays).*

*I've looked at the CBCT invoice and it says the treatment was carried out by the orthodontist. That being the case, I think it's reasonable to say the CBCT scan was a dental service carried out by a dentist, and would therefore fall under the definition of treatment.*

*The treatment was done by an orthodontist, and so it's reasonable to say it was orthodontic treatment, which is covered by the policy.*

*I therefore intend to require CIGNA to accept the claim."*

I asked both parties to provide me with any comments they wished to make before I made a final decision.

Both parties responded to say they accepted my provisional 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.

As both parties have accepted my provisional decision and have made no further comments, I'm satisfied that my provisional findings should apply, and for the same reasons.

### **My final decision**

My final decision is that I uphold this complaint. I require CIGNA Life Insurance Company of Europe SA-NV to pay the claim under the remaining policy terms.

If Mr R has already paid the invoice, CIGNA should reimburse him directly and add interest at the rate of 8% simple per annum, from the date the invoice was paid to the date of settlement.

If CIGNA considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr R how much it's taken off. It should also give Mr R a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 March 2022.

Chantelle Hurn-Ryan  
**Ombudsman**