

The complaint

Mr D complains about how CIGNA Europe Insurance Company SA-NV dealt with a claim against his private dental insurance plan.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr D is a member of a group private dental insurance plan. In April 2022, he asked his dentist for an appointment as soon as possible to repair a detached filling. On 4 May 2022, Mr D had an emergency dental appointment during which he had an examination, x-ray, and filling. He made a claim against his plan for the total charge of £346.40.

CIGNA settled the claim against the emergency benefit and paid Mr D £200, which is the cap for each emergency claim. Mr D didn't think that was fair. He says that only the charge for the examination should be dealt with under the emergency benefits, the x-ray was preventative treatment, and the filling was minor or major treatment. Mr D wants CIGNA to settle the remainder of his claim.

One of our investigators looked at what had happened. Initially, he said that CIGNA acted fairly in dealing with Mr D's claim under the dental emergency medical benefit provisions of the policy, as Mr D had emergency treatment. Mr D provided additional information. The investigator reconsidered the matter and said that Mr D's treatment wasn't emergency treatment, as defined by the policy. So, it wasn't reasonable for CIGNA to deal with Mr D's claim under the dental emergency medical benefit provisions. The investigator said that Mr D's treatment would fall under the "*minor and major treatment*" section of the policy. He recommended that CIGNA reconsider the claim and settle it under those provisions.

Mr D agreed with the investigator, but CIGNA didn't. It said that the invoice from Mr D's dentist states that this was an emergency and that Mr D had pain/sensitivity from a hole in his tooth, which wasn't resolved by a temporary filling. CIGNA said that the terms and conditions for emergency treatment refer to the relief of pain – Mr D had pain and the filling the dentist gave stopped that pain. It said that the dentist said this was an emergency appointment, not a standard, routine appointment. CIGNA said that any treatment on the day of an emergency appointment is paid from the emergency benefit.

CIGNA asked for an ombudsman to consider the complaint, so it was passed to me to decide.

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 terms and conditions

The starting point is the terms and conditions of the plan, the relevant parts of which say as follows:

“Plan Benefits

Dental emergencies (up to 4 dental **emergencies** per year of insurance at £200 each)

[...]

100% Preventative **treatment** [...]

80% Minor and major **treatment**”

“Emergency – when severe pain not stopped by painkillers, or facial swelling, or uncontrollable bleeding from the oral cavity takes place outside your [...] dentist’s business hours, [...]. Palliative treatment is covered to stabilise the immediate problem and relieve severe pain, swelling or bleeding.”

has the claim been handled fairly and reasonably?

The relevant rules and industry guidance say that CIGNA has a responsibility to handle claims promptly and fairly and it shouldn’t reject a claim unreasonably. I’m upholding Mr D’s complaint because I don’t think that CIGNA treated him fairly and reasonably in settling his claim. I say that because:

- CIGNA says any treatment on the day of an emergency appointment is paid from the emergency benefit, but that’s not consistent with the plan’s terms.
- I’ve set out above the plan’s definition of an emergency. Mr D’s dentist refers to his pain/sensitivity from the hole in his tooth but there’s no evidence to suggest that Mr D’s pain was severe or that he had facial swelling or uncontrollable bleeding. When Mr D asked his dentist for an appointment he said that a filling had detached and asked for an appointment as soon as possible to get it repaired. What happened here wasn’t an emergency within the definition of the plan.
- The invoice from Mr D’s dentist refers to an emergency examination. The dentist has explained that he referred to it like that because it wasn’t part of Mr D’s routine, scheduled appointments. But that doesn’t mean that what happened here comes within the plan’s definition of an emergency.
- For the reasons I’ve explained, I don’t think that CIGNA treated Mr D fairly and reasonably in settling his claim on the basis that it was for a dental emergency.
- Mr D has suggested that the examination was a dental emergency, the x-ray was preventative, and the filling was minor or major treatment. I don’t think that’s quite right. None of what happened here comes within the plan definition of an emergency and there’s no basis on which to conclude that the x-ray was preventative: it appears to be part of the dentist delivering appropriate treatment.
- Based on what I’ve seen, the appointment on 4 May 2022 comes under “*Minor and major treatment*”. So, CIGNA should reassess Mr D’s claim accordingly, subject to the remaining terms of the plan. If an additional payment is due to Mr D, CIGNA should also pay interest on the amount of the additional payment, from the date of Mr D’s claim to the date of settlement.

Putting things right

In order to put things right, CIGNA should deal with Mr D's claim under the "*Minor and major treatment*" part of the plan, subject to the remaining terms of the plan. If an additional payment is due to Mr D, CIGNA should also pay interest on that amount at the simple rate of 8% per year, from the date Mr D made his claim to the date it makes the payment.

HM Revenue & Customs requires CIGNA to take off tax from this interest. CIGNA must give Mr D a certificate showing how much tax it's taken off if he asks for one.

My final decision

My final decision is that I uphold Mr D's complaint. CIGNA Europe Insurance Company SA-NV should now take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 23 February 2023.

Louise Povey
Ombudsman