

The complaint

Ms D complains about the decision by Simplyhealth Access to turn down her dental claim. She's also unhappy with Simplyhealth's handling of the matter.

What happened

Ms D is covered under her employer's Denplan policy, underwritten by Simplyhealth. After Ms D made a claim for dental treatment, Simplyhealth turned this down as it said the treatment wasn't covered under the policy. Ms D complained to Simplyhealth about its claim decision, and the service it had provided.

Simplyhealth maintained its decision to turn down the claim. But it accepted it had provided Ms D with a poor service, and it paid her £75 compensation for this. Unhappy with this, Ms D brought a complaint to this Service.

Our investigator partially upheld the complaint. She thought Simplyhealth's decision to turn down the claim had been reasonable. However, she recommended that Simplyhealth increase the compensation payment to £250.

Simplyhealth agreed with our investigator's recommendations, but Ms D did not. The matter has therefore been passed to me for a 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.

Claim

The policy covers orthodontic treatment that's on the Index of Orthodontic Treatment (IOTN) and is grade 4–5, but excludes treatment that's classified as IOTN grade 1-3.

I've read the information provided by Ms D's dentist (who I'll call 'Dr P'). He said there was moderate wear on the upper and lower anterior teeth, and the teeth occlude together. Dr P said the proposed treatment was to carry out Invisalign to improve the angulation of the teeth and create space so he could rebuild the tooth surface.

Simplyhealth's in-house dentists have assessed this evidence, and concluded that it was orthodontic treatment that should be classified as IOTN grade 2. In the absence of any conflicting information from Dr P, I'm satisfied it was reasonable for Simplyhealth to rely on this conclusion and therefore turn down the claim.

Ms D says that Simplyhealth pre-approved the treatment on 7 June, and she went ahead with her first dental appointment on 9 June on that basis.

On 30 May, Ms D wrote to Simplyhealth to say her dentist had explained to its claims department that the treatment didn't fall under the IOTN requirements. She said her dentist

had written a letter which she'd attached, and she asked if Simplyhealth could share it with a dentist and let her know if the treatment was covered under her policy.

Simplyhealth responded on 7 June and stated, *"This would fall under your restorative benefit which you have £2000 per policy year for with an 80% payback."* The email then gave an overview of what the policy covered, and referred Ms D to her policy for full details of any limitations and exclusions.

I agree with Simplyhealth that the email could have been better worded. Ideally the email should have addressed the evidence Ms D had provided from Dr P, rather than just confirming the benefit category that a claim would fall under. But I don't think this email would have reasonably led Ms D to understand that the treatment had been pre-approved by Simplyhealth. Also, I've listened to the calls between Simplyhealth and Ms D. I'm satisfied that it was made clear to Ms D on three occasions before 9 June (the latest date being on 6 June) that the IOTN grade would be needed before a claim could be agreed, and also that Simplyhealth would only cover IOTN grade 4-5.

I therefore don't find that Simplyhealth led Ms D to wrongly believe her treatment would be covered. I'm also satisfied that Simplyhealth turned down the claim in line with the policy terms.

Simplyhealth's service and handling of the claim

It's not in dispute that Simplyhealth's service could have been better. There were various failings that caused Ms D unnecessary confusion and inconvenience.

I see that Simplyhealth delayed adding Ms D to the policy, and then wrongly directed her to her employer's HR department about this. Also, Ms D had arranged for Dr P to contact Simplyhealth after it had told her that it would speak with him, but Dr P then couldn't speak with Simplyhealth's clinical team when he phoned. Also, Simplyhealth offered to call Dr P, but didn't do so. I agree with our investigator that some of the confusion could have been avoided here if Simplyhealth had done so. Then after Ms D provided Simplyhealth with Dr P's letter, it delayed assessing this. Simplyhealth also wrongly told Ms D that it didn't have any in-house dentists and the letter would be reviewed by the claims team.

Taking all of this into account, I find that the £250 compensation recommended by our investigator was reasonable in the circumstances, and reflects the impact the various issues had on Ms D. As Simplyhealth has already paid Ms D £75 compensation, it should now pay a further £175.

My final decision

My final decision is that I partly uphold this complaint. I require Simplyhealth Access to pay Ms D a further £175 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 19 October 2023.

Chantelle Hurn-Ryan
Ombudsman