

The complaint

Miss W has complained that Simplyhealth Access declined to meet a claim under her dental plan.

What happened

In summary Miss W complained when Simplyhealth declined her claim for root canal treatment. Miss W started her Denplan cover and Denplan supplementary insurance in 2014. She believed root canal treatment was covered under her dental care plan because in her the policy booklet there was a tick next to root canal treatment.

But Simplyhealth explained that it whilst it administered the plan the treatments available were those set by their chosen dental surgery. The plan was a contract between Miss W and the dentist – Simplyhealth administered the plan, but the dentist set what was or wasn't covered along with the monthly fee.

Our investigator didn't recommend that the complaint be upheld. Miss W appealed.

Miss W is represented but for ease I will just refer to representations as being made by Miss W.

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, and although I'm sorry to disappoint Miss W, I agree with the conclusions reached by the investigator. I'll explain why.

Miss W's policy booklet gives an overview of what is and what isn't included in the plan. I agree that there is a tick by root canal treatment, but this is followed in brackets by 'if offered by the dental practice'.

On page 16 the plan again sets out:

Treatment to which you are entitled

The contract entitles you to receive all the treatment normally provided by a general dental practitioner to maintain oral health, which may include the following at the practice team's discretion:

- *Unless excluded, you are entitled to root canal treatment.*

On the following page the policy sets out:

Treatment to which you are not entitled

- *Any treatment which you and your practice team agreed to exclude at the start of the*

contract

It seems that Miss W's practice didn't offer this treatment as part of the plan and charged directly for it. I can see how disappointing that would have been for Miss W, but I can't say that Simplyhealth is to blame for the treatments selected as covered by the dentist.

In this decision I'm not considering the contract Miss W has with her dental practice, nor have I seen it. This is because it is Simplyhealth that falls under our jurisdiction, not the dentist. Having considered the policy documentation produced by Simplyhealth I'm satisfied that the terms are clear. It explains that the dental practice will provide a breakdown of what is covered and the dental practice will let the policyholder know of any exclusions.

In all the circumstances I don't find that Simplyhealth has treated Miss W unfairly, unreasonably or contrary to the terms of her plan. I'm sorry my decision doesn't bring her more welcome news.

My final decision

My final decision is that I don't uphold this complaint about Simplyhealth Access.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 2 April 2024.

Lindsey Woloski
Ombudsman