

The complaint

Mr S is unhappy that Unum Ltd (Unum) has declined cover under his dental insurance policy.

What happened

Mr S had a dental policy which provided cover from 1 January 2024 to 31 December 2024. The policy provides cover for treatment carried out to maintain or restore dental health.

In May 2024, Mr S contacted Unum to make a claim. He sent the information to Unum for assessment of the claim. Based on what he sent, Unum confirmed prior approval, provided him with a claim number for veneer treatment on six of his teeth.

Mr S then sent a new treatment plan to Unum which didn't involve veneers, inlays or crowns but was for a diagnostic wax-up. He asked Unum to let him know if this would be covered. Unum said it would need confirmation from Mr S's dentist that the fillings were medically necessary and not cosmetic. The dentist confirmed the treatment wasn't cosmetic, but it was related to composite bonding. Unum paid for the dental examination and the hygiene treatment but not for the diagnostic wax-up.

Mr S made a complaint to Unum. He said it declined to pay for the diagnostic wax-up even though it was pre-approved. And Unum also declined to cover the course of treatment as it involved composite bonding. Mr S says his dentist confirmed to Unum that the treatment was necessary and not cosmetic.

In June 2024, Mr S also submitted a further treatment plan for five crowns which were approved as his dentist confirmed they were medically necessary. This didn't go ahead. Unum responded in July 2024 and said composite bonding is not a treatment listed under the policy and it's not a treatment offered on the NHS. So, Unum said it couldn't provide cover for the diagnostic wax-up as it was related to composite bonding.

Unhappy, Mr S brought his complaint to this service. Our investigator didn't uphold the complaint. He didn't think the claim was unfairly declined by Unum.

Mr S disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

I note since the complaint has been with this service, in October 2024, Mr S's dentist wrote to Unum and confirmed that the diagnostic wax-up wasn't linked to the composite bonding. Unum has paid for the claim up to the NHS equivalent cost of this treatment which was £26.80. It said diagnostic wax-up isn't a listed item on the benefit schedule, but it can pay for it under the NHS equivalent, if there is one.

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.

Industry rules set out by the regulator (the Financial Conduct Authority) say that insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about Mr S's complaint.

The key issue in dispute on this complaint is that Unum declined to cover Mr S for the diagnostic wax-up. I'll be considering this issue to see if Unum treated Mr S fairly in declining cover for this.

Has the claim been declined unfairly?

I've started by looking at the terms and conditions of Mr S's policy as they form the basis of the insurance contract with Unum.

I can see, amongst other things, there's an exclusion on the policy for cosmetic treatment. And, under the 'Additional information' heading, it states on page 4:

'Dental treatment you receive which is not listed on the benefit schedule will be reimbursed at the amount you would pay if you received a course of treatment under the English NHS (where an equivalent amount can be found).'

On page 6, the policy explains what isn't covered:

*'We will not pay any claim made for:
Any procedure which is purely cosmetic and not necessary to maintain or restore dental health.'*

Based on the above, cosmetic treatment isn't covered under the policy. And where treatment is received which isn't listed on the policy schedule, if there is an equivalent amount on the NHS website, this would be reimbursed.

Mr S sent Unum more than one treatment plan. The first treatment plan was approved, and a claim number was provided. But Mr S then sent a new treatment plan for a diagnostic wax-up and the cost of this was £850. Unum said it needed confirmation from Mr S's dentist that the treatment was medically necessary and not cosmetic. The dentist did confirm this in May 2024. I can't see that Unum asked the dentist whether composite bonding was related to the wax-up and I can't see that the dentist provided this information either.

And in October 2024, Unum received confirmation from Mr S's dentist that the diagnostic wax-up wasn't related to the composite bonding. Once it received this, it settled the claim to the NHS equivalent.

I acknowledge Mr S doesn't think this is fair. However, having looked at the terms and conditions, I think the claim has been settled fairly. I note that Unum also paid for the dental examination and the hygienist's fee. I also realise that the difference between the actual cost of the wax-up and the NHS equivalent is significant. But that doesn't mean that Unum is responsible to pay for the entire cost. Mr S's policy terms and conditions are clear, and Unum has paid the claim in line with these. I'm satisfied this is fair and reasonable.

Claim handling

Whilst Mr S says his treatment for a diagnostic wax-up had been pre-approved, I don't agree. From the evidence available, I can only see that the first treatment plan he sent to Unum for veneers was pre-approved. However, even for this, Unum said it may require his dentist to provide confirmation.

Additionally, the dentist did confirm to Unum that the diagnostic wax-up wasn't for cosmetic reasons. However, as I've said above, it wasn't until October 2024, that Unum had confirmation the wax-up wasn't related to the composite bonding. I appreciate that Mr S asked his dentist to send this information to Unum in October 2024 and this prompted Unum to pay the claim. However, until then Unum didn't have confirmation that the composite bonding wasn't related to the wax-up but only that it wasn't cosmetic. Unum responded to Mr S's complaint in July 2024 and confirmed the reason for declining the claim.

The onus is on the policyholder to provide relevant information to support his claim and making a claim does inevitably involve an element of inconvenience for a policyholder. And an insurer is entitled to make reasonable enquiries to satisfy itself that the claim is covered under a policy. I appreciate there was some confusion caused about exactly what information the dentist had provided. Unum addressed this in its final response to Mr S in July 2024 and the onus was then on Mr S to provide the additional information that Unum needed. Once he'd done that, the claim was settled.

What I've decided

Overall, the claim for the diagnostic wax-up has now been settled. I appreciate Mr S isn't satisfied with the amount. I'm sorry to disappoint him but this has been settled in line with the policy terms and conditions and I think that's fair and reasonable. It follows therefore that I don't require Unum to do anything further.

My final decision

For the reasons given above, I don't uphold Mr S's complaint about Unum Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 March 2025.

Nimisha Radia
Ombudsman