

complaint

Mr N has complained about the decision by Simplyhealth Access ("Simplyhealth") to allocate the cost of treatment he had carried out on his tooth to his 'current' claiming year and also its refusal to regard further treatment he had carried out as falling under the category of 'emergency treatment'.

background

Mr N held a dental plan policy with Simplyhealth. The plan allowed him to claim up to certain maximum amounts during each policy year for different types of dental treatment.

In November 2012, Mr N underwent some treatment to his tooth. On 6 February 2013, Mr N contacted Simplyhealth as he required some follow up treatment. During the call, the adviser confirmed that while Mr N had remaining benefit under his policy, Mr N's policy year only ran to 11 February 2013 and that unless his treatment was undertaken by that date, the cost would instead be deducted from the following year's allowance. Mr N made an appointment with his dentist to carry out the work on 8 February 2013, but subsequently was unable to attend this because of a back problem and therefore re-arranged the appointment for a date beyond 11 February 2013. He requested that Simplyhealth provide benefit for this appointment using his allowance under the policy year ending 11 February 2013. Simplyhealth refused to honour this request as it did not fall in line with the policy terms and conditions.

Mr N appealed but Simplyhealth maintained its position. It said that it was able to demonstrate, through call recordings, that Mr N was provided with correct information about when the annual allowance was due to renew. Whilst Simplyhealth noted the circumstances which led to Mr N being unable to attend his appointment before his new policy year started, it did not consider that the policy terms should be waived. Mr N remained unhappy and therefore referred the matter to this service.

In April 2013, while Mr N's complaint was under investigation by this service, Mr N claimed for further treatment to his tooth, which Simplyhealth settled under his 'crowns and bridges' benefit. Simplyhealth advised it would only be able to pay a small portion of the claim because this, combined with his first claim, took him up to his maximum entitlement for that particular benefit for the policy year.

Mr N stated that his dentist made an error when completing the claim form and that the treatment should have been categorised as 'emergency treatment' rather than 'crowns and bridges'. His dentist subsequently emailed Simplyhealth to say that perhaps he should have categorised the treatment as 'emergency treatment'. Simplyhealth requested further information, including Mr N's dental records for the past two years, to enable it to assess the claim further. Mr N, however, did not agree to the provision of this information, believing that the email from his dentist was sufficient enough for it to reassess his claims. Simplyhealth refused to re-categorise the claim as 'emergency treatment' and Mr N therefore referred this matter to this service also.

The adjudicator considered both elements of the complaint but did not consider the complaint should be upheld. She was satisfied upon listening to the telephone calls that took place between Mr N and Simplyhealth that it was made clear to him on more than one occasion that treatment had to be carried out by no later than 11 February 2013, otherwise it would be deducted from his new entitlement. She was also satisfied that Simplyhealth paid Mr N's claims correctly in line with the policy terms and conditions. With regard to Simplyhealth's request for sight of Mr N's dental records, the adjudicator was satisfied this

request was in accordance with his policy terms and conditions and was reasonable in view of the conflicting information it had been given.

Mr N appealed. He felt that evidence from his dentist, general practitioner ('GP') and osteopath supporting his claim had been ignored. He also felt that the evidence submitted from his dentist confirming that the treatment he had was emergency in nature had not been taken into consideration. Mr N has supplied further evidence from his dentist, GP and osteopath to support his claim. The adjudicator was not persuaded to change her view so the matter has been passed to me to consider afresh.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The issues for me to determine are:

(i) whether it was reasonable for Simplyhealth to allocate Mr N's first claim to the policy year starting 12 February 2013; and

(ii) whether it was reasonable for Simplyhealth to settle Mr N's second claim under the heading of 'crowns and bridges' rather than 'emergency treatment'.

(i) whether it was reasonable for Simplyhealth to allocate Mr N's first claim to the policy year starting 12 February 2013

The policy states, under the heading "how to claim":

"Claims will be offset against the claiming year in which you receive treatment".

The policy defines "claiming year" as:

"The period of time during which you can claim the benefit for your chosen level of cover. Your first claiming year starts on your registration date and runs for 12 months. Subsequent claiming years start on the anniversary of your registration date and run for 12 months".

I consider that the above policy terms are clear. Furthermore, I have listened to the telephone calls between Mr N and Simplyhealth and am satisfied that he was clearly advised on more than one occasion that his particular claiming year would start again on 12 February 2013. While I accept that Mr N's back injury meant that he was unable to attend the appointment he made at short notice with his dentist, I nonetheless consider it was reasonable of Simplyhealth to apply the policy terms and allocate his eventual claim to the policy year in which the treatment was carried out.

(ii) whether it was reasonable for Simplyhealth to settle Mr N's second claim under the heading of 'crowns and bridges' rather than 'emergency treatment'

When Mr N's dentist completed the claim form for Mr N's second claim, he was invited to select what category heading the treatment fell under. The dentist chose not to select the heading of 'emergency treatment' and instead put it under the heading of 'dental treatment (treatment that is clinically necessary to secure and maintain oral health)'. Since the treatment involved Mr N's crown, Simplyhealth accordingly allocated it under the heading of 'crowns and bridges'. Mr N subsequently said that the treatment was an emergency and his

dentist sent an email to Simplyhealth saying that “perhaps” he should have put it under the ‘emergency treatment’ heading given that Mr N was in pain. Simplyhealth asked to see Mr N’s dental records to help it determine whether the treatment was indeed an emergency under the terms of its policy but Mr N has refused permission for this.

The policy states, again under the heading “how to claim”:

“We may seek information to validate your claim from you and your dentist. You must give us any information or proof to support your claim if we make a reasonable request for you to do so...”

In light of the conflicting information that has been provided by Mr N’s dentist, I consider it reasonable for Simplyhealth to ask for the further information in support of his claim. Given that Mr N has not provided this further information, I consider it is reasonable for Simplyhealth to maintain its position that the treatment for the second claim falls under the heading of ‘crowns and bridges’ rather than ‘emergency treatment’.

my final decision

For the reasons set out above I do not uphold this complaint. I make no award against Simplyhealth Access.

David Poley
ombudsman