

The complaint

Mrs A complains about Medicash Health Benefits Limited's handling of her medical insurance claim.

What happened

Mrs A holds a policy with Medicash through her employer which pays cash towards certain medical costs for her and her children. She made a claim after her son had a CT scan costing £160. Medicash thought the scan would be considered routine dental treatment. As Mrs A's son had exceeded his allowance under that section of cover for the benefit year, Medicash said no benefit was payable. Unhappy with this, Mrs A brought a complaint to the Financial Ombudsman Service. She thought the claim ought to have been assessed under a different section of cover under the policy.

Our investigator didn't recommend the complaint be upheld. She thought Medicash had correctly assessed the claim in line with the policy terms.

Mrs A didn't accept our investigator's findings, and so the matter has 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.

The policy includes a benefit table which explains that various medical costs are covered, including routine dental treatments, as well as specialist consultations, diagnostic tests and scans (which include CT, MRI and PET scans). Although Mrs A says there was no indication that she needed to consult elsewhere in the document for more information, I'm satisfied the table was merely an overview of the available benefit. The full terms and conditions were set out below.

The policy explains under section 10.1 'routine dental treatment' that Medicash will cover dental treatment and dental x-rays. Although the heading uses the word 'routine', the actual policy wording places no such restriction on the type of treatment that takes place. It just says that Medicash will pay the amount the insured pays to a member of the General Dental Council.

A CT is a specialist x-ray machine, and whilst I appreciate a CT scan wouldn't usually be considered *routine* when having dental treatment or investigations, nonetheless, it would be covered under this section. Therefore, Mrs A's claim would have been paid had her son not used up his available benefit for the policy year under this section of cover.

The policy explains under section 10.4 'specialist consultations, diagnostic tests and scans' that Medicash will cover:

'Diagnostic and investigative tests and scans, including but not limited to X-rays, CT, MRI and PET scans required to aid the diagnosis under the management of a Specialist Consultant or GP.'

A Specialist Consultant is defined in the policy as someone registered on the General Medical Council on their Specialist Register.

Section 10.4 explains that it doesn't cover *'routine optical or dental check-ups and treatments'*.

Mrs A says the CT scan was carried out at a specialist periodontal surgery. Though I don't know if the CT scan was arranged by a dentist or a specialist dentist. But in any event, it wasn't arranged by a GP or a Specialist Consultant. Also, section 10.4 excludes dental treatment. Therefore, Medicash was correct to say the claim couldn't be paid under section 10.4.

Whilst it's unfortunate that Mrs A's son had used up his benefit allowance under section 10.1 'routine dental treatment' for that policy year, I'm satisfied that it was appropriate for Medicash to assess the claim against this section of cover.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 6 June 2024.

Chantelle Hurn-Ryan
Ombudsman