

The complaint

Mrs T complains about CIGNA Europe Insurance Company SA-NV's decision to turn down her global health insurance claim. She is represented by her power of attorney, Mr P.

What happened

Mrs T holds health insurance cover with CIGNA. After she was admitted to a nursing home (that I'll call H), Mr P made a claim for H's costs on her behalf.

CIGNA turned down the claim. It said the policy excludes treatment at nursing homes. Unhappy with this, Mr P brought a complaint to the Financial Ombudsman Service.

Our investigator didn't recommend the complaint be upheld. He thought it had been reasonable for CIGNA to rely on the exclusion to turn down the claim.

Mr P 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.

I've only summarised the background to the complaint above. That isn't meant as a discourtesy, it merely reflects the informal nature of the Financial Ombudsman Service. However, I have carefully considered all the submissions.

The policy says it excludes '*Treatment in nature cure clinics, health spas, nursing homes, or other facilities which are not hospitals or recognised medical treatment providers.*'

Mr P's solicitor has interpreted the exclusion to mean treatment in a nursing home is only excluded if the home is not a recognised medical treatment provider. The solicitor says that H is a medical treatment provider.

I've read a medical report which explains that Mrs T's relatives couldn't care for her alone, and so a place in a nursing home was arranged because she needed nursing care every day.

A letter from H says its legal form is that of a nursing home. Whilst I understand medical care is provided to residents, that's not unusual for a nursing home.

Although I appreciate the use of the word 'or' can be conjunctive, I think it's clear in this exclusion that it is meant in a disjunctive sense from the preceding list of facilities. In other words, the policy excludes treatment in a nursing home, as well as treatment in other facilities which aren't hospitals or medical treatment providers. So I don't agree with Mr P's solicitor's interpretation of the exclusion.

As Mrs T had treatment in a nursing home, I'm satisfied it was reasonable for CIGNA to rely on the exclusion and turn down the claim.

CIGNA has paid some of H's invoices in error. Whilst I can see why this would have caused some confusion, ultimately Mrs T is better off as a result, as she's had some costs paid which shouldn't have been covered by CIGNA (as far as I'm aware CIGNA hasn't asked for the costs to be repaid).

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 Mr P to accept or reject my decision on Mrs T's behalf before 22 May 2024.

Chantelle Hurn-Ryan
Ombudsman