

The complaint

Mr and Mrs C are unhappy that CIGNA Europe Insurance Company SA-NV didn't pay the full cost of their claim.

What happened

Mr and Mrs C have dental cover with CIGNA. In July 2024, Mr C reached out to CIGNA to discuss dental treatment he'd arranged for the following month on 7 August. Mr and Mrs C said CIGNA didn't clearly explain there was a limit for dental treatment on their policy. Mr C went ahead with the treatment and paid 25,000 Singapore dollars (SGD) using his credit card. Mr and Mrs C said that had they known CIGNA wouldn't have reimbursed the majority of the costs, they wouldn't have gone ahead with treatment all at once. Instead, they'd have staggered the treatment making it more affordable.

CIGNA said it told Mr and Mrs C there was a 1,500 EUR limit on the policy for dental treatment. It said this was confirmed several times whilst Mr and Mrs C discussed the cover options for the treatment Mr C was intending to have. CIGNA said it paid the claim in line with the policy limit and that it won't pay any costs beyond that.

Our investigator agreed with CIGNA. She found that CIGNA had confirmed the policy limit on at least three occasions. She also noted that Mrs C was told about the policy limit during a phone call she had with it on 1 August. She said CIGNA explained it'd cover 50% of the overall qualifying treatment costs, including the anaesthetist's costs, subject to the 1,500 EUR policy limit.

Mr and Mrs C asked for an ombudsman to consider their case. They said communication with CIGNA about this was unclear. In particular, they noted an email on 7 August 2024, where CIGNA didn't mention the policy limit. They said on that basis, CIGNA should cover the cost of the treatment without the policy limit being applied. And so, it's now for me to decide.

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, I've also decided not to uphold it. My reasons for doing so are the same as those already explained by our investigator. I'm satisfied CIGNA's communication about the policy limit was clear and non-misleading and although I take on board Mr and Mrs C's argument about the 7 August email neglecting to mention the limit, I remain unpersuaded it means CIGNA should pay anything more in respect of their claim. I'll explain why.

CIGNA must handle claims promptly and fairly and should not avoid a claim. That's the rule set by the Financial Conduct Authority under the Insurance Code of Business Sourcebook (ICOBS). ICOBS also explains that CIGNA must provide reasonable guidance to consumers that raise a claim. I've thought about that whilst considering CIGNA's actions in this case.

Mr and Mrs C's policy has a limit of 1,500 EUR for dental treatment, this is explained in the policy wording:

"1. Annual Benefit Maximum per Member. All Dental services below apply to annual maximum. Up to €1,500 per Year of Insurance... 4. Class Three Major Restorative. Benefits include: • Dentures - acrylic/synthetic, metal and metal/acrylic; • Crowns, inlays, mouthguard or occlusal splint. • Implants. Co-insurance - 50% Refund Deductible - Individual: €50 per Year of Insurance Family: €100 per Year of Insurance 50% Refund"

I'm satisfied the restoration work Mr C had falls within the scope of that part of the policy. There was some initial discussion about whether this treatment should have been considered under the medical provision of their cover, however, having considered the list of work Mr C needed, I'm satisfied this was all related to dental treatment. In addition, the anaesthetist's costs were related to the dental treatment and therefore they too should be considered under the dental provision of the policy.

The evidence I've seen persuasively demonstrates that Mr and Mrs C were told by email on 31 July, and twice on 5 August, that their policy had a 1,500 EUR limit for dental treatment and that this would apply to the upcoming treatment Mr C was due to have. I understand Mr and Mrs C have subsequently argued that they didn't realise that and that this could have been made clearer, but I'm not persuaded by their argument here. I've carefully considered the emails, and I'm satisfied CIGNA made that clear. Further, I note CIGNA explained this by phone to Mrs C on 1 August. She was told CIGNA would cover up to 50% of the treatment costs, including those related to the anaesthetist, up to the policy limit.

I also saw that CIGNA shared a copy of the policy terms following the phone call with Mrs C so that they could check this for themselves. And so, I can't reasonably conclude CIGNA could have done anything more to make that any clearer.

Mr and Mrs C explained that the email from CIGNA on 7 August made no mention of the limit and therefore this not only caused confusion but also led them to think the policy limit wouldn't apply in the circumstances. I've carefully considered that argument, but I'm not persuaded by it. I should say although the email in question doesn't refer to the limit, it also doesn't say CIGNA would cover the full treatment cost.

This email was in response to Mr and Mrs C's query asking why CIGNA would only cover 50% major restorative treatment and not 80% like they initially thought. The adviser explained that Mr C's treatment was considered under both the class two and three provisions of cover. She explained that some of the work needed was considered major reconstruction and therefore fell into class three and that the more minor treatment would be considered under class two. And so, although I accept it doesn't mention the limit, I don't think it was necessary given it was answering a specific question about the percentage applied to reimbursement. I'm satisfied this was always subject to the overarching 1,500 EUR annual limit.

And given communication that preceded this referred to the policy limit, I think it would have been reasonable for Mr and Mrs C to question that further at that time if they were unsure, in the same way they queried the percentage of costs covered.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 16 July 2025.

Scott Slade
Ombudsman