DRN-5606546

The complaint

Miss R complains that CIGNA Europe Insurance Company SA-NV declined a claim under a dental insurance policy.

What happened

Miss R held dental insurance cover through her employer. The cover was provided by Cigna. Cigna withdrew from the market which meant that the policy ended on 29 February 2024.

Miss R made a dental claim to Cigna in June 2024. Her tooth filling had fallen out on 24 February 2024, and she notified her dental surgery of this on 26 February 2024. So, these happened whilst Miss R was still covered under the policy with Cigna.

Miss R attended an appointment for a temporary filling on 4 March 2024, and a permanent filling was completed on 11 April 2024. As both appointments were after the policy had ended, Cigna declined the claim. Miss R didn't think this was fair or reasonable as the incident giving rise to the claim occurred within the risk period of her cover. So, she brought a complaint to this Service.

One of our investigators reviewed the complaint. Having done so, she was satisfied Cigna had acted in line with the terms and conditions of the policy when it declined the claim.

Miss R didn't agree with the investigator's findings. As no agreement was reached, the complaint has been passed to 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Miss R's complaint.

It's not in dispute that Miss R's plan with Cigna ended on 29 February 2024. The relevant policy term says the following:

> *"Please note that even if treatment has been authorised, we won't be responsible for any costs if the plan ends or you leave the plan before treatment has taken place."*

This is a common term in private medical and dental insurance policies. Miss R's treatment took place after the plan had ended. This is also not in dispute. But Miss R says the policy should cover the cost of treatment as the incident that led to the claim happened while the policy was still in force. However, I don't agree. This simply isn't how these types of policies work, and the policy terms and conditions set this out clearly.

As Miss R's claim relates to treatment that took place after the policy with Cigna ended, I don't think it acted unfairly or unreasonably when it declined the claim.

Miss R has referred to another type of insurance policy, and asked if this would cover a claim where the incident happened during period of cover. Miss R is right that there are other types of insurance policies that provide cover in this situation. However, what other types of insurance policies cover isn't relevant to Miss R's complaint about her dental insurance policy. For the reasons I've set out in this decision, I'm satisfied that Cigna has declined the claim in line with the above policy term, which is a common term in these types of policies.

I'm sorry to disappoint Miss R, but I don't think there's anything Cigna needs to do, to put things right.

My final decision

My final decision is that I don't uphold Miss R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 25 July 2025.

Renja Anderson
Ombudsman