

The complaint

Mr H complains about the way that CIGNA Europe Insurance Company SA-NV settled a claim he made on a group dental insurance policy.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mr H is insured under his employer's group dental insurance policy. Mr H made a claim for dental treatment which took place across two appointments. One appointment was for a dental check-up and the other appointment was with a hygienist for a scale and polish. Mr H paid £150 in total for the treatment. So he made a claim on the policy.

CIGNA accepted Mr H's claim. But it only paid him £50, which it said was the applicable annual policy limit for preventative dental treatment.

Mr H was unhappy with CIGNA's decision and he asked us to look into his complaint. He felt the policy terms and conditions were ambiguous and misleading and that the contract suggested there'd be unlimited cover for dental examinations.

Our investigator didn't think CIGNA had treated Mr H unfairly. She felt the policy terms and conditions were clear and unambiguous. So she concluded that CIGNA had settled Mr H's claim in line with the policy terms and conditions.

Mr H disagreed. In summary, he maintained that the policy terms weren't clear and he felt they suggested that CIGNA provided unlimited cover. He thought the policy was contradictory and confusing.

The complaint's 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.

Having done so, whilst I'm sorry to disappoint Mr H, I think CIGNA has settled his claim fairly and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the insurance contract and the circumstances of Mr H's claim, to decide whether I think CIGNA treated him fairly.

I've carefully considered the policy terms and conditions, as these form the basis of the contract between CIGNA and Mr H's employer. The front cover of the member guide says:

'Level of cover

It's important you know which level of cover you have and the benefit limits which apply to you.'

Mr H's policy certificate shows that his employer chose the 'DentaCare 1' level of cover when it took out the policy. So I think it was reasonable and appropriate for CIGNA to consider any claims Mr H made in line with 'DentaCare 1' cover.

Page four of the member guide includes a section called 'Understanding your level of cover'. This says:

'Your level of cover has been chosen by your employer and agreed with Cigna. Your membership certificate will tell you which level of cover you have. Cigna will only pay benefits for cover provided under the specific plan level which applies to you.'

Immediately underneath, CIGNA has set out the 'main benefits' of the policy. This includes the following:

*'Unlimited number of examinations, scale and polishes, and x-rays **within treatment reimbursement limits**...*

Your plan helps make a contribution towards private dental charges but please be aware that treatment limits apply and you may have to pay something towards the cost of treatment yourself. (My emphasis added).

Page six of the member guide sets out the 'List of Benefits'. The guide states:

'This shows the treatment types and benefit limits for each DentaCare level of cover. You can refer to your membership certificate to check the level of cover you have.

Cigna will only pay benefits provided under the specific level of cover which applies to you, as chosen by your employer. Here are all the items your plan covers and the maximum amounts we reimburse.

All benefit limits apply to each member and covered dependant for every year of insurance unless otherwise stated. (My emphasis added).

Immediately underneath, CIGNA has listed the benefits for DentaCare 1. These include:

'Preventative treatment

Examinations, scales and polishes and x-rays - £50.'

In my view, CIGNA's terms and conditions make it sufficiently clear that under the DentaCare 1 level of cover, there is an annual limit of £50 for examinations, scale and polishes and x-rays. While the contract refers to an unlimited number of examinations or scale and polishes, I think the terms clearly refer to the fact that treatment limits apply to those particular treatments. I don't think the policy terms are ambiguous or misleading on that point or that they suggest a policyholder has an unlimited amount of dental cover. Instead, I find the terms make it clear that insured members can have an unlimited amount of preventative appointments, but that CIGNA will only pay for those appointments up to the cover limits. So I think it's fair and reasonable for CIGNA to have relied upon its terms and conditions when assessing Mr H's claim.

I understand that Mr H's claim was for a check-up and a scale and polish with the hygienist. As such, I think it was fair for CIGNA to have considered the claim in line with the policy

terms and apply the applicable annual limit of £50 per claim. This means that I'm satisfied CIGNA has settled Mr H's claim fairly and reasonably, in line with the contract terms.

It's clear Mr H feels strongly about his matter and I sympathise with his position, as I appreciate he's been left out of pocket. But as I've explained, I don't think CIGNA's policy wording is unclear or that it's handled his claim in an unfair way. So I'm not directing CIGNA to pay Mr H anything more.

Mr H has referred to being unhappy with the way the policy was sold to him. However, as I've set out above, Mr H's employer took out the group scheme with CIGNA. It doesn't appear that CIGNA sold the policy directly to Mr H. So I haven't considered how the policy was sold within this decision.

My final decision

For the reasons I've given above, 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 H to accept or reject my decision before 22 December 2023.

Lisa Barham
Ombudsman