

The complaint

Ms B is unhappy with the customer service she received from CIGNA Life Insurance Company of Europe SA-NV trading as Cigna Healthcare.

What happened

Ms B is unhappy with the overall customer service she received from CIGNA including being given incorrect information about what the policy covered, not being able to access the online portal properly, not receiving a prompt response to technical queries, lack of responses to her claim and issues with cancelling the policy.

In their final response letter CIGNA acknowledged there had been issues with the customer service Ms B had received. That included the wrong information being given about cover for a mammogram and that the call was quite rushed. They apologised for the lack of clarity about the claims process and for the poor service provided when Ms B was trying to log into the online portal.

Our investigator looked into what happened and upheld the complaint. She thought CIGNA should pay Ms B £100 compensation for the distress and inconvenience caused. CIGNA accepted our investigator's recommendation, but Ms B didn't. She explained that she would provide further comments about the compensation she suggested. Ms B didn't provide any further comments and the case was passed to me to make a decision.

In March 2024 I issued a provisional decision explaining that I was intending to uphold Ms B's complaint. I said:

The relevant rules and industry guidelines say that CIGNA have a responsibility to provide Ms B with information that's clear, fair and not misleading. And, they should also handle claims promptly and fairly.

I'm intending to uphold this complaint because:

- Ms B had a number of issues throughout the lifetime of the policy. She was paying a lot of money for the cover which made up a significant proportion of her income. So I can understand why she was disappointed and frustrated with the overall experience that she had.
- It's accepted that she was incorrectly told she couldn't claim for a mammogram. So she paid for one herself and didn't claim on the policy. She's therefore lost out financially because she was given the wrong information.
- It's also accepted there were delays and Ms B didn't receive responses to her claim and technical queries as quickly as she should. I think this caused her avoidable inconvenience as she had to chase CIGNA. This was ongoing for approximately two months which I accept had an impact on Ms B as it was frustrating.

- CIGNA also accepts that she was incorrectly sent a renewal letter in error after the cancellation of the policy. She couldn't access the online portal because of the cancellation but she was understandably worried it hadn't been cancelled correctly.

Putting things right

I'm intending to direct CIGNA to put things right by directing them to cover the cost of the mammogram (which is approximately €95) to Ms B. However, that is subject to any other relevant terms and conditions of the policy including the policy limits. They should also pay £250 compensation for the distress and inconvenience caused by multiple customer service issues.

I appreciate that Ms B would like her premiums returned for the period of time when she had two policies in place. However, I don't think that's fair and reasonable. She had the benefit of cover and, whilst I understand her decision to take out additional insurance, I don't think that's something CIGNA is responsible for. That was a decision Ms B took due to her personal circumstances.

CIGNA accepted my provisional decision. Ms B made some further points as she wanted to explain why she felt the refund of premiums was appropriate. She explained that she'd intended to enter into a long term commitment with CIGNA as she was aware that anyone over the age of 70 would experience more difficulty switching provider. She said that she felt compelled to switch policies because she was getting a substandard service from CIGNA but needed to ensure she had continuous medical coverage.

So, I now need to make 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 carefully considered Ms B's further representations about why she took out the additional policy. I do empathise with her circumstances and the reasons why she took out additional cover.

However, I'm not persuaded it would be fair and reasonable for CIGNA to refund the premiums. As I outlined in my provisional decision, I do understand her reasons for doing this. But I think compensation and covering the cost of the mammogram fairly compensates Ms B in the circumstances of this case. I say that because Ms B still had the benefit of cover during the relevant time and CIGNA accepted the risk of her making a claim during that time.

Putting things right

CIGNA need to put things right by covering the cost of the mammogram Ms B incurred (which is approximately €95). However, that is subject to any other relevant terms and conditions of the policy including the policy limits. CIGNA should also pay £250 compensation for the distress and inconvenience caused by multiple customer service issues.

My final decision

I'm upholding this complaint and direct CIGNA Life Insurance Company of Europe SA-NV

trading as Cigna Healthcare to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 10 April 2024.

Anna Wilshaw
Ombudsman