

The complaint

Ms A complains that CIGNA Life Insurance Company of Europe SA-NV (CIGNA) has unfairly decided to stop meeting the cost of certain medication.

What happened

Ms A has a policy with CIGNA that covers, amongst other things, part of the cost of prescribed medication. Ms A has several health issues and has been prescribed a weight loss medicine to help her reduce and then maintain her weight at an optimal level whilst she's suffering from other conditions that are also being treated.

CIGNA met the cost of the weight loss medicine from 2020 until late 2022. It then said it wouldn't cover the cost going forwards – the reason given was that Ms A's BMI was in the normal range.

When Ms A complained, CIGNA initially said it had no record of previously meeting the cost of the medication – but later acknowledged it had, and said it would continue to do so. When Ms A asked that CIGNA pre-authorise this going forwards – to avoid a repeat of what had happened – CIGNA then said it wouldn't cover the cost.

Ms A complained to no avail, so she's asked us to review the complaint.

Our investigator didn't think CIGNA had acted fairly. He said that CIGNA was using internal guidelines to decide whether to meet Ms A's claim rather than information that was readily available to her. He noted that Ms A had had time without the medication and this had a negative effect over a short period of time. He also pointed out that the need for medication was linked to other pre-existing conditions as part of the management of those conditions. So it wasn't a preventative medication, which CIGNA doesn't normally provide cover for.

CIGNA said it didn't agree with this, and we asked for further comments. There has been nothing provided in the last couple of months so I've been asked to decide the complaint.

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'm going to uphold this complaint for much the same reasons as given by our investigator.

I don't think I need to repeat those comments in detail, but in summary they are:

- CIGNA needs to provide (or deny) cover in line with the terms and conditions outlined in Ms A's policy. Those are, in brief, that the medication must be prescribed by a doctor and be medically necessary.
- CIGNA acknowledges that the medication has been prescribed by a doctor. That doctor clearly thinks it's required, although not, ideally, on a permanent basis.

- CIGNA says there is no medical reason why treatment should continue, because Ms A's weight is "normal". The policy terms and conditions do mention weight loss medicines – but the only relevant comment is that these will be covered in certain situations. CIGNA is responsible for drafting the terms and conditions – if it wanted to exclude cover for anyone who doesn't fall into commonly recognised parameters it could have done so here.
- Instead CIGNA has relied upon internal guidelines to decide whether to cover the cost of the medication. The guidelines say the medication is also recognised as suitable for people with other conditions. CIGNA doesn't seem to have taken into account the fact that Ms A has other conditions (even if not the one mentioned in the internal guidelines) and the medication forms part of the management of those conditions.
- Ms A has shown us that when she can't take this medication she suffers adversely in a short period of time.

Taking everything into account I'm of the opinion that CIGNA should continue to cover the cost of Ms A's weight loss medication a) whilst her doctor recommends it and b) she continues to have cover with CIGNA.

Putting things right

Ms A has told us about the mental and physical effect of CIGNA's actions. She's told us about not only the physical impact, but also about how upset she's been by having to keep dealing with this situation. Our investigator recommended CIGNA pay a total of £500 compensation for this and I think's both fair and in line with awards we'd suggest in situations like this.

My final decision

My decision is that I uphold this complaint and require CIGNA Life Insurance Company of Europe SA-NV trading as Cigna Healthcare to continue to cover the cost of the medication whilst it is prescribed and Ms A has cover. It must also pay her £500 compensation for the way it's dealt with this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 30 May 2024.

Susan Peters
Ombudsman