

## The complaint

Mr R complains that CIGNA Life Insurance Company of Europe SA-NV mis-sold him an international private health insurance policy.

## What happened

As the details of the complaint were well known to both parties, I didn't repeat them again. Instead, I focused on giving my reasons for my provision decision – which I issued in April 2025. Here's what I said:

*“Mr R's policy didn't include outpatient cover. I think this is something a private health insurance policy normally includes, and it would have been reasonable for Mr R to expect this to be included – unless Cigna highlighted the significant limitation to the policy so that Mr R could decide if the policy was right for him.*

*Mr R got an online quote from Cigna on 18 March 2024. He didn't proceed with the purchase, as the price was above all the other quotes he'd obtained. However, Cigna got in touch with him following the quote to discuss options.*

*Mr R said he needed private health insurance that qualified him for a specific visa. He said the policy needed to fully cover him with no co-payments, and he needed flexibility to transfer or cancel the policy in case his circumstances changed. Cigna sent a summary of a policy that it said was the cheapest it could offer with zero deductibles for the specific country, and Mr R could cancel the policy by giving 14 days' notice. Cigna then sent Mr R a link to the quote for the policy, and Mr R completed the required information online.*

*Cigna has sent screenshots to show what information Mr R would have seen online when he originally obtained the quote, and when he accessed the link Cigna sent him. And I can see that at no point during this process did Mr R see that outpatient cover was an optional add on. This was part of the online quote process that Cigna bypassed before sending the link to Mr R to complete the information. So, by the time Mr R called Cigna to complete the purchase, I'm not persuaded Cigna had given him clear information to show the outpatient cover was an optional add on to the policy. And Cigna hasn't shown that it highlighted the significant limitation to the policy by this point.*

*Mr R then spoke with Cigna's advisor to complete the sale. During the call the advisor explained this policy covered inpatient, day patient, any surgeries and accommodation costs when admitted into hospital. Outpatient treatment wasn't discussed during the call. I don't think by explaining what the policy covered is enough for me to say that Cigna highlighted the significant limitation to the policy – that it didn't include outpatient cover.*

*I appreciate Cigna offered to send Mr R the Insurance Product Information Document (“IPID”) during the call. It's not clear whether it did or not, but it's clear that Mr R didn't have time to review this before Cigna's advisor continued with the sale. And in any event, the IPID doesn't say outpatient cover is excluded, it says this is an optional module. So, at this point, Mr R would also have needed access to his quote (as the policy certificate wasn't issued yet) to see that this wasn't added on his policy.*

*Cigna has said it sent Mr R the policy documents after the sale, which showed the outpatient cover was an optional module, and it wasn't included on his policy certificate. However, I don't think it would be fair for Cigna to rely on documents sent after the sale, when the onus was on Cigna to highlight the significant limitation to the policy so that Mr R could decide if the policy was right for him. So, I currently don't think Cigna acted fairly and reasonably in the way that it sold the policy to Mr R.*

*I've then considered if Mr R has suffered a loss as a result of Cigna's actions.*

*Firstly, it's clear that Mr R always intended to buy an international private health insurance policy – he needed this for a visa application. He has said the other policies he'd obtained quotes for included outpatient cover, and they were cheaper than Cigna's policy. But it's my understanding that only Cigna's policy provided the flexibility to cancel the policy, which was also important to Mr R. So, whilst the other policies were cheaper, he would have had to continue paying for them for longer, even if his circumstances changed.*

*Mr R got in touch with Cigna on 28 June 2024 about a claim, and Cigna said he could use its telecom service to see a doctor. At this point, Cigna also said he didn't have outpatient service, and it would not cover outpatient consultations and Mr R would need to pay for these out of pocket. I appreciate Mr R says he didn't understand this meant he wouldn't be covered to see a specialist, but I think at this point Cigna made him aware that his policy didn't include outpatient cover. And if Mr R wasn't sure what this meant, he could have asked Cigna to clarify this further.*

*Overall, I think Mr R has suffered a loss of expectation in the cover he had. But I think he could either have increased his cover, or cancelled the policy and taken out other cover, already on 28 June 2024. So, if Mr R had to pay for any outpatient consultations out of pocket after this, I don't think it would be fair for me to direct Cigna to pay for these.*

*Mr R says this policy wasn't suitable for the visa he was applying for, and he had to take out a different policy as his application was at risk. But ultimately, I haven't seen evidence to show that this policy prevented Mr R from obtaining the visa. So, I don't think Mr R has suffered a loss here. That said, it's clear that Mr R was worried about his visa application, and this caused him unnecessary distress and inconvenience.*

*Overall, I don't think it would be fair for me to direct Cigna to refund Mr R the premiums he paid for his policy. I'm satisfied he would always have bought a policy, and Cigna's policy provided with flexibility other policies didn't. And while Mr R held the policy with Cigna, he did still benefit from being covered by a private health insurance policy if he needed medical treatment.*

*Having considered everything, I currently think it would be fair and reasonable for Cigna to pay Mr R £200 to compensate him for the loss of expectation and unnecessary distress and inconvenience caused."*

Mr R responded and said the following:

- He recalls asking if he could see a specialist if he first obtained a GP referral himself, and he was confident the answer was yes. He says this exchange misled him into thinking he had the necessary coverage.
- He didn't benefit from the policy. He needed medical treatment but only received a short phone call with a GP. He wouldn't have chosen this policy if he knew the limitations.
- The policy wasn't sufficient to obtain a visa. But he won't be able to show this policy prevented him from obtaining one, as he removed the policy from the application.

- Overall, he feels he was misled through omission and ambiguity by Cigna, which led to both financial loss and unnecessary distress and inconvenience.

Cigna responded and said the following:

- I had misunderstood the information Cigna had provided. Mr R did go through the stage during the online quote journey where he would have had the option to add outpatient cover as an optional add on. This is shown in the metadata provided.
- Mr R built his quote online and made his own selections. It was only after this that Cigna's sales team picked up the quote, and it didn't amend any choices Mr R made.
- Whilst it's common for UK domestic health insurance policies to include outpatient cover, in most international policies this is an optional add on.
- Cigna offers a non-advised service, and it cannot comment whether a policy is suitable for visa requirements. The advisor outlined that inpatient and day patient treatment was covered, summarised the benefits Mr R had chosen, and sent the IPID to Mr R which states that outpatient cover is an optional add on.

### **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 again looked through the metadata Cigna has referred to. Cigna says that Mr R would have seen outpatient cover as an optional add on once he reached the "Adapt Quote" stage. However, it's clear from the metadata that Mr R didn't reach this stage before he spoke with Cigna's advisor. And the advisor processed the quote through this stage, and Mr R accessed it only after. So, I'm still persuaded based on the information Cigna has sent that at no point during the online journey did Mr R see outpatient cover as an optional add on.

I appreciate Cigna sent Mr R the IPID after the sale. However, I don't think the advisor received explicit consent from Mr R that he was happy to continue the sale without this information. It wasn't clear if the advisor would send it before or after completing the sale – or both – and what Mr R was agreeing to. And in any event, as I explained in my provisional decision, Mr R would have needed to cross reference his quote or policy certificate with the IPID to understand that he didn't hold outpatient cover.

I appreciate international health insurance policies may usually only provide outpatient cover as an optional add on. But as this is normally included in health insurance policies in the UK, I still think this is a significant limitation to the policy. And it was Cigna's responsibility to draw Mr R's attention to this. For the reasons I set out in my provisional decision, I don't think it did.

I've thought about the points Mr R has raised, but these don't change my provisional findings. In short, I'm still satisfied that:

- Cigna made him aware that he didn't hold outpatient cover on 28 June 2024. So, he could either have upgraded or cancelled his cover at this point.
- Mr R did still benefit from having a policy in place, even though it wasn't the one he would have chosen. But he would have bought a policy regardless, so he would always have paid premiums. Whilst he may have paid a lower premium for another policy, he would have had to pay the premium for longer even if his circumstances changed, as this policy was the only one that provided the flexibility he needed. So, in the individual circumstances of this complaint, I don't think it would be fair for me to direct Cigna to refund Mr R any premiums – rather, it should compensate him for the loss of expectation in cover, as well as for the distress and inconvenience caused.

- As Mr R has said, he won't be able to show this policy prevented him from obtaining a visa.

Overall, I've reached the same conclusions as I did in my provisional decision, and for the same reasons. I don't think Cigna acted fairly and reasonably in the way that it sold the policy to Mr R in the individual circumstances of this complaint. So, I think it should pay him £200 to compensate him for the loss of expectation and unnecessary distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold Mr R's complaint in part, and direct CIGNA Life Insurance Company of Europe SA-NV to pay him £200 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 June 2025.

Renja Anderson  
**Ombudsman**