

The complaint

Mr M is unhappy with the service he received from CIGNA Europe Insurance Company SA under his global health insurance policy ('the policy'), including being given incorrect information about whether a claim would be covered.

What happened

I issued my provisional decision in October 2025 explaining why I was intending to depart from the recommendations made by one of our investigators and find that CIGNA's offer to pay Mr M £100 compensation for distress and inconvenience was fair and reasonable. So, unlike our investigator, I didn't think CIGNA had to do anything more to put things right.

An extract of my provisional decision is set out below.

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CIGNA has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

CIGNA accepts that when Mr M contacted it to make a claim for physiotherapy, it initially provided him with the wrong information and said that physiotherapy is excluded under the policy for sports injuries. This was by email on 12 February 2025.

It isn't disputed that later the same day, one of CIGNA's representatives spoke to Mr M, accepted that Mr M had been given the wrong information and agreed that this could be covered (up to the financial limit of the policy).

I can see that there was then some discussion over the following week about Mr M's symptoms, when they started and the impact on him. By way of email dated 18 February 2025, CIGNA provided Mr M with a pre-authorisation number.

CIGNA has offered Mr M £100 compensation to reflect the impact of him initially receiving incorrect information. I know Mr M will be very disappointed but I'm intending to find that this is sufficient to fairly and reasonably put things right here.

I accept that it would've been upsetting and frustrating to be given the wrong information at the outset. However, I'm satisfied that this was quickly rectified. I'm currently satisfied that £100 compensation reflects the short term upset caused by the initial error and the inconvenience Mr M experienced trying to sort this out.

The premiums for the policy are paid on a quarterly basis and in advance of each period of three months. The premium was due to be paid on 15 February 2025, and Mr M froze this payment given the difficulty he had obtaining cover for physiotherapy.

However, I'm satisfied that issue was quickly rectified. Although Mr M said he wanted confirmation in writing (rather than relying on the verbal assurance given on 12 February 2025), the written confirmation was given on 18 February 2025, so I don't think there's any

good reason for Mr M to not make payment shortly after this.

Although Mr M says he was busy and abroad on a work trip, I've seen nothing which persuades me that he was unable to authorise payment of the premium which had become due.

I know Mr M was seriously considering cancelling the policy because of what happened – and had raised this with CIGNA. CIGNA was also considering Mr M's complaint.

The final response letter was issued in early April 2025. I'm satisfied that CIGNA reasonably explained in the final response that if he'd still like to cancel the policy, it could arrange this, effective of 5 March 2025. And it wouldn't ask Mr M to pay anything further for the policy. I also think it reasonably explained that it couldn't refund any premiums previously paid for the policy – that's because it had still been insuring the risk of a claim being made on the policy during that time.

As Mr M hadn't paid the premium due on 15 February 2025, it looks like pre-authorisation for physiotherapy was put on hold. I think that's reasonable as I wouldn't reasonably expect CIGNA to pay for treatment when the premium was outstanding.

I also think CIGNA fairly and reasonably relied on the terms of the policy to terminate the policy at the end of April. The policy term (clause 6) is clear that if a premium isn't paid for 30 days or more, CIGNA can cancel the policy.

By this stage, the premium had been outstanding for over two months, and an impasse had been reached whereby CIGNA had accepted its initial error, promptly corrected the information Mr M had been given and had issued its final response. From what I've seen, Mr M hadn't sought to pay the premium or provided any assurance that it would be paid imminently.

I know Mr M says that as his complaint was still being reviewed by the Financial Ombudsman Service at the time, it's unfair for CIGNA to cancel the policy. However, I've seen nothing to show that CIGNA had said it wouldn't require premiums to be made pending the outcome of his complaint.

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I invited both parties to provide any further information in response to my provisional decision.

CIGNA replied, accepting my provisional findings.

Mr M didn't agree and raised a number of points in reply (contained within several emails and a phone call with one of our investigators).

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.

That includes all submissions made by Mr M in response to my provisional decision.

I'm thankful for the further information received but I'm not going to respond to each point made. I hope Mr M understands that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

I know Mr M will be disappointed but the further points he's made haven't changed my thoughts on the complaint I'm deciding.

I did take into account that he was abroad in February 2025. I appreciate this meant that Mr M couldn't access treatment in the UK whilst he was away. However, as explained in my provisional decision, although Mr M was abroad, I'm not convinced that he couldn't authorise payment of the premium whilst he was away. Further, from the information provided, Mr M returned to the UK on 2 March 2025 so could've paid for the policy then.

Even though Mr M wasn't having any treatment under the policy at the time, I don't think it's fair and reasonable for him not to pay for the policy during that time, if he wanted the policy to continue unaffected and without a break in cover.

Further, I'm not persuaded that Mr M had to freeze payment of the premium because he didn't receive the confirmation in writing until around a week after being given the wrong information initially. I'm satisfied that it would've been fair and reasonable to rely on the assurances given promptly at the time that he'd been given the wrong information, but physiotherapy could be covered under the policy terms.

Mr M says his injury was still niggling him when he travelled abroad in February 2025. However, I don't think it would be fair and reasonable for me to hold CIGNA responsible for him not being able to access treatment, when it promptly rectified the wrong information originally given.

I appreciate that Mr M doesn't think £100 compensation is sufficient to compensate him. However, having considered the impact of CIGNA's initial error on him, I'm satisfied that it does fairly reflect the short-term distress and inconvenience he experienced. Ultimately, he didn't pay the premium due under the policy terms. And although he's provided his reasons for not doing so, I'm satisfied CIGNA has acted fairly and reasonably by cancelling the policy for non-payment of premium in line with the policy terms.

So, for these reasons, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I'm satisfied that CIGNA should pay the £100 compensation it's previously offered to Mr M.

If Mr M wants to take out a similar policy with CIGNA now, he's free to contact CIGNA. However, I don't think it's under any obligation to reinstate the policy which was cancelled.

My final decision

CIGNA Europe Insurance Company SA has already made an offer to pay £100 compensation to Mr M. I think this offer is fair in all the circumstances.

So, my final decision is that CIGNA Europe Insurance Company SA should pay Mr M £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 December 2025.

David Curtis-Johnson
Ombudsman