Ombudsman Decision
CIFO Reference Number: 25-000276
Complainant: Mr A
Respondent: Cigna Global Insurance Company Limited

The complainant, Mr A, complains about Cigna Global Insurance Company Limited's handling and decisions on claims made under a medical insurance policy.

Background

The details are well known to the parties, so I'll only give a summary here. I have previously been in correspondence with both parties and given initial conclusions that I considered to be fair and reasonable in determining the case. Unfortunately, the parties haven't been able to agree to my initial recommendation that Cigna pay £500 compensation for poor service.

The issues

1. Wellness check claim – claim paid but concerns about how Cigna handled this claim.
2. Emergency treatment for insect bite – claim paid but concerns about how Cigna handled this claim.
3. Spam texts and emails – Mr A believes Cigna bears responsibility.
4. Issues with how Mr A's complaint has been handled.

Wellness Check under the policy

- Cigna's position is that it gave pre-authorisation, Mr A made a claim on 21 February, which Cigna paid on 24 February. On the face of it that's prompt payment but what Cigna had not done, as far as I could see, was

[1] Financial Services Ombudsman (Jersey) Law 2014 Article 16(11) and Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 Section 16(10)

address the issue he raised about an agent telling him to obtain a breakdown of everything the hospital did.

- Mr A says the claim when made was originally declined and he felt compelled to go to the clinic to get a breakdown so his claim could be paid.
- Mr A gave me his call records which show he called Cigna twice on 22 February and 24 February.
- I saw an email from SM at Cigna of 21 February 23:40hrs to Mr A, which said the costs or fees for filling in a claim form or other administration charges were excluded.
- Mr A's point on this part of his complaint is that the claim was quickly declined, and he was told he needed to provide a breakdown of the treatment.
- While the claim was paid around three days later, I cannot see why Cigna would have sent the email referred to had it not initially declined the claim as Mr A asserts.
- There was at least, on the face of it, a lack of clarity or confusion and this led Mr A to going back to the clinic to seek further details that he seemingly was not required to.
- In these circumstances I considered £50 to be fair compensation to reflect the lack of clarity and the impact this had on Mr A.

<u>Spam texts and emails</u>

- Mr A said these issues only started when he had problems logging into Cigna's online customer area in February 2025.
- A temporary new password was set, but he still had problems, and notified Cigna he was receiving suspicious calls, texts, and emails.
- These issues continued and he contacted various companies (including phone and bank) as well as sending screenshots and information to Cigna.
- Cigna said its IT department had investigated the issue but could not find information that suggested Cigna was the cause.
- Cigna apologised accepting its customer service was poor as Mr A made numerous calls, and call backs promised to him did not happen. But Cigna did not accept it was the cause of the problems he was experiencing with the spam issues.
- I have considered the fact that Cigna referred the matter to its IT department, but nothing was deemed to be Cigna's fault.
- I said Spam messages and unwanted contact were because of sophisticated methods to intercept personal information and push unwanted messages to individuals. It is impossible for me to say that anything Cigna did, or did not do, is the reason Mr A started to receive

the unwanted contact. I was not persuaded the timing alone was enough to prove that. I also said I was not aware of what other websites or portals Mr A may have accessed where something could have triggered the deluge of messages.

- I could not fairly conclude Cigna was the source of the problem.
- However, I pointed out that Cigna's service to Mr A was poor and it was very clearly a source of immense frustration and upset and so I didn't think Cigna's apology alone was sufficient.
- Cigna's final response on this issue was around two months after he raised the complaint, and in that time, there were several missed promised call backs.
- In these circumstances I considered £300 to be fair compensation to reflect the length of time and poor service received.

<u>Emergency treatment for insect bite</u>

- Mr A's issue concerned Cigna's handling of the claim.
- On 22 April he was bitten and went to hospital for emergency treatment.
- He was given a prescription but advised he needed a packing operation at a different facility.
- Mr A travelled to the nearest hospital (ferry and flight) arriving 24 April.
- An operation took place to stop advancing infection and he had to stay for further treatments.
- Mr A called Cigna on 29 April about submitting a claim and was advised to send all information via the portal.
- He submitted the claim on 30 April, but Cigna declined it as not an emergency and Mr A didn't have 'outpatient' benefits on the policy.
- Mr A made several calls over the next few days but didn't always receive back emails or calls.
- Cigna wanted to clarify the nature of the treatment but apparently did not receive a reply from the provider.
- Mr A obtained and gave details from the treating clinician around 14 May and Cigna eventually paid the claim around 28 May, minus $8 for band aids.
- Cigna accepted there was a delay between receiving confirmation the claim was emergency related and settling it. It offered $50 compensation.
- I have seen emails from Cigna to the medical provider on 6 and 11 May asking for clarity of the treatment provided. And it was entitled to ensure the claim met the policy terms.

- But given the hospital notes were in a non-English language, and the fact that Mr A had seemingly explained what had happened and the emergency nature, I would expect a fair assessment of the claim to have included a clarification call with Mr A to discuss the outpatient issue and that he needed something to show the 'emergency' nature.
- Had this been done before declining the claim I think it would have ensured a smoother and less frustrating claim process for Mr A.
- I think $50 is insufficient compensation and £150 (total) is a fairer reflection of the distress and inconvenience caused. This is because although over a relatively brief period of time, Mr A was nonetheless put to unnecessary inconvenience and frustration.

Updates to Mr A on his complaints

- I note Cigna sent Mr A two final responses – one on 29 April regarding the spam issues, and the other was on 3 July regarding the other two issues.
- I did not think there was more to say about the complaint handling and Mr A accepted this.

Subsequent submissions

Mr A agreed to my recommendation of a £500 settlement for the distress, inconvenience and frustration caused by Cigna's poor customer service but Cigna did not. Cigna, in summary, stated as follows:

Wellness Check under the policy

Cigna required an itemised invoice for the tests as this is the standard documentation when submitting a claim. Cigna did not know what information was held on the invoice, so the agent pro-actively informed Mr A to avoid any further hold ups. Mr A explained he was not given this itemised invoice by the provider and he'd be charged if he does request this, so would submit what he had and Cigna could ask the provider directly if needed. A follow up email was sent by the agent explaining in general that admin charges are not covered under the plan, as Mr A was advised the provider would charge him. This was general advice given and in no way hindered the processing of Mr A's claim.

Spam texts and emails

Cigna said it had done all it could to help Mr A within their scope. It was an oversight that information on this part of the complaint hadn't been sent

sooner. And Cigna said it doesn't seem fair to award compensation where I have initially recommended that SPAM messages are common these days and I didn't conclude that Cigna was the source of the problem.

Emergency treatment for insect bite

This claim was submitted and denied as Mr A had no outpatient benefits on the plan. His online submission and the documentation itself do not state that the treatment carried out was on an emergency basis. Cigna denied this claim correctly in line with what was submitted.

Cigna said it had no reason to dispute the documentation as anything other than outpatient. The evidence it required to confirm that the treatment was in fact done under an emergency basis needed to come from a health care professional and not Mr A and he had asked Cigna to reach out to the provider directly. Cigna did so on multiple occasions and offered compensation from when the information was finally received to when the claim was processed due to its delays.

Cigna processed and denied the claim correctly in the first instance, it would be Mr A or the documentation provided that needed to inform that the treatment was an emergency. This is not something Cigna would automatically presume or pursue when processing claims.

Findings

I have considered the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint.

While claims and accessing Cigna's portal were the subject incidents underlying Mr A's dissatisfaction with Cigna, the heart of his complaint is about Cigna's customer service.

Regarding the wellness check claim, the issue at the heart of this was the service Cigna provided to Mr A. I initially concluded there was a lack of clarity and confusion Cigna caused, and I thought £50 compensation was a fair reflection of the inconvenience caused. Cigna responded to disagree and say the information it gave was 'general advice'. I have requested information from both Mr A and Cigna, particularly from Cigna its contact notes from February with Mr A. I've been sent little information:

- 19 February pre-authorisation for wellness check provided,

- 21 February Mr A submitted his claim, and
- 24 February claim paid.

The issue though is about the service, and I must balance the information I've been provided with and assess what I find more persuasive. I can accept that the claim was paid within a few days, but Mr A said he was given unclear information after being in contact with Cigna to the extent he believed he was being asked for information that wasn't ultimately required. As a consequence, he says he took steps to get that information. Where information is inconclusive or not complete, as here, I make my findings on the balance of probabilities. In doing so I am persuaded that Mr A was given unclear information. Cigna's had the opportunity to provide all the contact notes and other information it may have about this interaction with Mr A. I have limited information from Cigna and for the reasons stated in my initial conclusions and in this final decision I remain satisfied that Cigna's service was poor and caused unnecessary inconvenience. And so, £50 compensation here is, in my determination, fair and reasonable.

Cigna has accepted its customer service in relation to the insect bite claim was poor, indeed it apologized for a delay in processing the claim once it had the information it said it needed and offered $50 compensation. I'm mindful though that Mr A had apparently called Cigna the day he knew he needed emergency treatment to ask what he needed to do. He called again seeking advice on submitting his claim and was given detailed information on how to submit. I still maintain that Cigna should have made clear the submission needed to include information that made it clear his treatment was of an emergency nature. While Cigna said that's not what it does, the issue for me here is that Mr A had made Cigna aware of the treatment and why it was needed, so I think it's reasonable to expect Cigna to have given Mr A clear information about what was needed. That was the blocking issue initially but even when Cigna had information from the treating doctor it nonetheless took around two weeks to pay the claim. In that time Mr A called several times and didn't receive call backs that had been promised. This is poor service and Cigna acknowledges it, so I remain satisfied that £150 compensation for the distress and inconvenience caused is fair.

Finally, I remain satisfied that it can't be shown Cigna was responsible for the spam issues Mr A experienced. However, it coincidentally came at a point where he was having trouble logging on to Cigna's portal and he was being assisted to regain access. He immediately raised the issues he was

experiencing and while Cigna referred to the IT department, it nonetheless provided customer service to Mr A to assist either in how he resolved the issue or reassuring him that the matter was being attended to and investigated. Cigna apologised accepting its customer service was poor as Mr A made numerous calls, and call backs promised to him did not happen. But Cigna did not accept it was the cause of the problems he was experiencing with the spam issues.

My initial recommendation of £300 reflected the length of time to get a final answer and for the poor service received. Notwithstanding I don't find Cigna responsible for the cause of the spam messages, I am nonetheless satisfied its handling of the issue, as it previously acknowledged was poor service. As such, £300 is fair compensation for the distress and inconvenience caused to Mr A as a result.

Final Decision

For the reasons I have explained, my Final Decision is that I uphold this complaint and require Cigna Global Insurance Company Limited to pay Mr A £500 compensation.

Sean Hamilton
Ombudsman

Date: 24 October 2025