

The complaint

Ms M complains that CIGNA Europe Insurance Company SA-NV declined her claim against her private medical insurance policy and excluded certain conditions from her cover.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Ms M has private medical insurance underwritten by CIGNA. The period of insurance relevant to this complaint is 30 November 2021 to 29 November 2022.

In November 2021, Ms M applied for private medical insurance with CIGNA. On 15 November 2021, CIGNA sent Ms M a welcome e-mail. On 16 November 2021, Ms M saw a psychotherapist/psychologist, Dr L. She subsequently submitted her claim for that treatment. CIGNA declined the claim. It said that the treatment was before the policy start date. CIGNA also added an exclusion to Ms M's policy in relation to anxiety, stress, depression, any psychiatric or mental health disorder and any complications. I understand that Ms M continued to see Dr L and paid for the treatment herself.

In the complaint form, Ms M said that in the week commencing 15 November 2021, she phoned CIGNA and asked about cover to see a psychologist on 16 November 2021, and it said that she was covered in full. She says that she didn't have any symptoms before 16 November 2021. Ms M wants CIGNA to remove the exclusion from her policy and settle her claim.

One of our investigators looked at what had happened. She didn't think that CIGNA had acted unfairly in declining Ms M's claim. The investigator said that Ms M first consulted Dr L on 16 November 2021 about symptoms of worry, anxiety and depression. That was before her cover started on 30 November 2021. She didn't think that CIGNA was at fault in coming to the conclusion that Ms M's symptoms were pre-existing and therefore excluded from her cover. The investigator said that the policy terms are clear that any changes in circumstances between the application and start date must be disclosed to CIGNA.

Ms M didn't agree with the investigator. She said that the chronology the investigator had referred to was incorrect. Ms M said that she discussed her application with her employer throughout October 2021 and on 3 November 2021, her employer sent her a medical questionnaire to complete which asked for information about pre-existing conditions. Ms M says that on 9 November 2021, she sent her medical questionnaire to CIGNA and that during the week of 15 November 2021, she received welcome e-mails from CIGNA. Ms M says that during that week she phoned CIGNA about a claim to see a psychologist on 16 November 2021 and it said that she was covered. But when she subsequently submitted the claim, CIGNA declined it and added an exclusion to her policy. Ms M says that she didn't have any symptoms before 16 November 2021.

The investigator considered what Ms M said but didn't change her view. She said that Ms M had referred to 9 November 2021 as the date she applied for the policy, but the

investigator noted what Ms M said about that. The investigator said that a broker sent Ms M's medical questionnaire to CIGNA, and she accepts that Ms M would have completed the questionnaire before that.

The investigator said that Ms M's consultation with Dr L took place on 16 November 2021, before her policy start date. She said that the medical report from Dr L referred to Ms M's symptoms a few months before the first appointment in November 2021. The investigator said that Ms M's earliest contact with CIGNA was 19 November 2021 and communication before that would have been with the broker who arranged the policy on behalf of Ms M's employer. So, she didn't think that the available evidence supported a conclusion that CIGNA misled Ms M about her cover.

Ms M said that she received e-mail confirmation of cover from CIGNA on 15 November 2021, so it can't be right that her medical questionnaire was sent to CIGNA on 19 November 2021. She said that she consulted Dr L on 16 November 2021, the date after she received confirmation from CIGNA that she had cover. Ms M said that the psychologist's medical report of 30 March 2022 made reference to deterioration in her mental health a few months before 30 March 2022, not a few months before the first appointment on 16 November 2021. She said that CIGNA asked for a diagnosis from Dr L.

Ms M asked that an ombudsman consider her complaint, so it was passed to me to decide.

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.

It's clear and quite understandable that Ms M has strong feelings about this matter. She's provided detailed submissions to support the complaint. I've read through all this carefully and taken it all into consideration when making my decision. I trust that Ms M won't take as a discourtesy that I concentrate on what I think are the central issues in the case.

the relevant terms and conditions

The starting point is the terms and conditions of the policy, the relevant parts of which say as follows:

'SECTION 1: GENERAL TERMS AND CONDITIONS

1. Scope of cover and policy eligibility

[...]

1.4

If there are any changes that occur between your application and the initial start date of your policy and any information that you provided to us in your application changes during this period you must let us know. [...]

1.5

This policy will not cover any costs relating to treatment received before the cover starts [...]

'SECTION 2: GENERAL EXCLUSIONS

[...]

2. Treatment for:

a) a pre-existing condition; or

b) any condition or symptom which results from, or are related to, a pre-existing condition.

We will not pay for treatment for a pre-existing condition of which the policyholder was (or should reasonably have been) aware at the date cover commenced, and in respect of which we have not expressly agreed to provide cover.'

'Pre-existing condition - any disease, illness or injury, or symptom present before the initial start date linked to such disease, illness or injury for which:

> medical advice or treatment has been sought or received; or

> the beneficiary knew about and did not seek medical advice or treatment.'

Has CIGNA acted unfairly or unreasonably?

The relevant rules and industry guidance say that CIGNA has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't uphold Ms M's complaint because I don't think that CIGNA treated her unfairly or unreasonably. I say that because:

- Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The onus is on the consumer to show that the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy the onus shifts to the insurer to show how that exclusion applies.
- I've set out above the relevant parts of the policy terms. The central question for me to decide is whether CIGNA acted fairly and reasonably in declining the claim and excluding certain conditions from cover. I think it did and I'll explain why.

- Ms M's cover started on 30 November 2021. Ms M says that her symptoms started when she first saw Dr L on 16 November 2021. I think it would be unusual to arrange to see a psychotherapist/psychologist without having symptoms but, in any event, Ms M says that her symptoms and the first treatment were before her cover start date. I don't think that CIGNA acted unfairly or unreasonably in declining Ms M's claim as the policy terms provide that it does not cover any costs relating to treatment received before the cover starts.
- Ms M says that she contacted CIGNA by phone before she saw Dr L and it said that she was covered in full. CIGNA says that it had no direct communication with Ms M before 19 November 2021. Where things are contradictory I make my findings on what I think is most likely to be the case. I take into account the evidence available to me and the wider surrounding circumstances. There's no additional evidence to support Ms M's recollection of events. I think it would be unusual for CIGNA to authorise treatment before the start date of the policy. The more unusual an event, the more evidence is required to show that it happened. On balance, I don't think I can safely conclude that CIGNA authorised Ms M's treatment before the start date of her cover.
- I've looked at the welcome e-mail CIGNA sent to Ms M on 15 November 2021. I don't think that there's anything in that e-mail that obliges CIGNA to settle a claim for treatment before the cover start date.
- Following Ms M's claim, CIGNA added an exclusion to the policy in relation to anxiety, stress, depression, any psychiatric or mental health disorder and any complications. I think it was entitled to do that and didn't act unfairly or unreasonably in doing so. That's because Ms M's anxiety, depression and stress are pre-existing conditions, as defined by the policy and are therefore excluded under the policy.
- There've been detailed exchanges about the date on which Ms M completed her medical questionnaire and the date it was submitted to CIGNA. I don't comment on that further as those dates don't alter the outcome here. The significant dates are the date Ms M's cover began and the dates of symptoms and treatment.
- I've looked at the two medical reports dated 20 March 2022 from Dr L. I don't think that those reports assist Ms M. The reports aren't on headed notepaper and aren't signed. The first of those reports said that Ms M had symptoms for a few months before the first appointment and goes on to say that the date of diagnosis/first consulting a doctor was 21 September 2022. That date is clearly an error as it's after the date of the report. Ms M says that Dr L refers to deterioration in her mental health a few months before 30 March 2022, not a few months before the first appointment on 16 November 2021. I don't agree with Ms M's interpretation of that part of the report. I think that Dr L is referring to Ms M's symptoms a few months before her first appointment on 16 November 2021. So, it confirms that Ms M's symptoms and treatment were before the policy start date.
- The second report of 20 March 2022 from Dr L says that Ms M first reported symptoms on her first visit on 30 November 2021 and the date of diagnosis/first consultation was 30 November 2021. But Ms M says that her first appointment was on 16 November 2021. So, I don't think that reports assists us in this case.
- I'm sorry to disappoint Ms M but there are no grounds on which I can fairly direct CIGNA to settle her claim or remove the exclusion.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 26 October 2023.

Louise Povey
Ombudsman