

Ombudsman Decision**CIFO Reference Number: 24-000402****Complainant: Mr M****Respondent: Cigna Global Insurance Company Limited****Complaint**

The Complainant, who I shall refer to as Mr M, complains that Cigna Global Insurance Company Limited ("Cigna") denied a claim for the cost of medical treatment he believed was covered by his health insurance policy.

Background

Mr M had a worldwide Cigna Global Silver health insurance policy starting from [redacted] 2023. He had a blood test to measure the amount of prostate-specific antigen (PSA) in the blood, used primarily to screen for prostate cancer, [redacted] in 2022. Normal and cancerous tissue make PSA, but prostate cancer can produce PSA in higher amounts and therefore will show in a blood test. The PSA level is reported as a ratio of nanograms (ng) of protein per millilitre (ml) of blood.

Based on the website for the London Clinic where Mr M received his treatment, the range of PSA levels considered 'normal' is from 0 (aged 40-50) to 5.5 (aged 70-80). For a man aged 60-70, as in Mr M's case, any level above 4.5 would be considered abnormal. Based on this website, an 'abnormal level' does not necessarily mean a diagnosis of prostate cancer, but for levels between 4 and 10 the chances of having prostate cancer would be 25% and further investigations, such as a biopsy, would be recommended.

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

Mr M was 63 in 2022 and the results from his PSA test showed a PSA level of 5 ng/ml. He said the doctor told him the level was normal and he was not advised to take any further action other than to follow a regular annual testing schedule.

Mr M had the test repeated locally at the same clinic [redacted] during 2024 which showed a PSA level of 54.5, according to the medical records provided. He then arranged an appointment at a London clinic at which his PSA result was 15.6. Although significantly below the PSA level recorded in [redacted], it was considered to be an elevated tumour marker leading to the recommendation for an MRI and biopsy. The results from which required a subsequent prostatectomy, surgery to remove part or all of the prostate gland.

Mr M paid for the treatment and submitted a claim to Cigna under his policy for medical expenses of GBP 5,030 for an in-patient prostate biopsy [redacted] and GBP 25,351.24 for an in-patient prostatectomy [redacted]. Cigna denied the claim stating that the medical report it received as part of its claim investigation [redacted] confirmed a diagnosis of prostatitis [redacted]. As a result, Cigna decided Mr M had been '*suffering or been diagnosed and/or had tests in relation to elevated PSA and prostatitis*' prior to the start of his insurance policy and as such, concluded the claim was for treatment of a pre-existing condition, excluded under the policy terms. The claim was denied and, due to a failure to disclose the PSA test on the underwriting form at the start of his policy, Cigna retrospectively cancelled Mr M's policy.

Mr M said the doctor told him [redacted] a PSA level of 5 ng/ml was in the '*normal range*' and did not tell him he had been diagnosed with prostatitis, and as such he did not believe he had a pre-existing condition at the point his policy began. He said the medical report [redacted] 2024 which stated he had prostatitis was written after he had undergone the procedures at the London clinic, therefore Cigna's decision to deny the claim for the cost of the procedures was unfair. Mr M said the [redacted] doctor's '*new*' report, dated [redacted] 2024, considerably after the procedures were completed, did not include a specific diagnosis and said: '*The medical examination was normal, medical interview normal. The patient showed no symptoms, no pain, only PSA = 5 without any prostate symptoms.... there was no finding both clinically and by laboratory of any signs of early Prostate symptoms (Prostatitis or Prostate Cancer)*'.

Considering both reports from the doctor [redacted], the CIFO Adjudicator was satisfied that it was not unreasonable for Cigna to have concluded that, based on the original medical report [redacted] referencing the [redacted] 2022 PSA test result, there was a pre-existing condition at the point the policy started. The CIFO Adjudicator concluded that Cigna did not act incorrectly by using the original report as the basis of its decision because she found it probable that this report reflected what the doctor considered to be an accurate diagnosis in [redacted] 2022.

The CIFO Adjudicator was satisfied Cigna's subsequent actions were justified in the circumstances and did not uphold Mr M's complaint.

Mr M did not agree with the CIFO Adjudicator's conclusion. The complaint was referred for an Ombudsman Final Decision.

Subsequent Submissions

No further submissions were received from Mr M or Cigna.

Findings

I have considered all the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint. Where necessary or appropriate, I reach my conclusions on the balance of probabilities; that is, what I consider is most likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

I note no further submissions were made from either party; therefore, my review will focus on the information already received and considered by the CIFO Adjudicator. It therefore follows that the aim of my review is to determine whether I agree with the CIFO Adjudicator's conclusion in this matter.

Mr M's complaint is about Cigna not reimbursing him for the cost of the medical treatment he received [redacted] in 2024.

Noting the complaint is not about the overall retrospective cancellation of his policy, I concluded Mr M had no ongoing requirement for the policy after the period in question or he would have complained about that aspect of the decision by Cigna as well.

The focus of Cigna's decision to deny the claim is the PSA level of 5 ng/ml identified by the blood test in 2022 and what this represented in relation to the cover provided to Mr M by his Cigna health policy.

Mr M says he was advised a PSA level of 5 was in the normal range. But, referring again to the London Clinic's website, this would have been considered abnormal for a man of his age. That he says he was not advised of this by the doctor [redacted], notwithstanding what his doctor actually wrote in his file at that time, is unfortunate. However, as I did, Mr M would have been able to investigate this result himself to understand any potential consequences. I find it more probable than not, this PSA level meant Mr M's test results were indicating a potential condition prior to the start of his policy with Cigna. I therefore would not consider it unreasonable for Cigna to have wished to investigate further, had it been made aware, before agreeing health cover for Mr M. To my mind, this affects how any subsequent claim for treatment should be viewed. In its responses to Mr M, Cigna said that *'if member had declared this condition, we would have asked if a biopsy was performed or malignancy ruled out. If biopsy or malignancy not ruled out, we would have postpone (sic) this case and not given any terms until to have (sic) biopsy report'*.

In the underwriting questionnaire, Mr M had not disclosed he had undergone a PSA test and had been recommended to follow a schedule of regular tests, at the point the policy was agreed. By not doing so, as indicated by Cigna, there was no opportunity for Cigna to have requested Mr M to arrange for a biopsy to check for malignancy prior to cover being offered. As a result, Mr M's policy had no exclusions to the cover provided. So, when he subsequently claimed for treatment in [redacted] 2024, he expected Cigna to process the claim and reimburse him the costs he had incurred.

Mr M's Cigna policy, under *'Section 2 Exclusions'*, excludes treatment for:

- a) a pre-existing condition; or*
- b) any condition or symptom which result from or are related to a pre-existing condition.*

Cigna become aware of the [redacted] 2022 PSA test when the claim for the cost of the 2024 medical expenses was submitted. Cigna requested further information from Mr M in [redacted] 2024, specifically in reference to the PSA test done in [redacted] 2022, in order to clarify the initial date of the first onset of symptoms, when Mr M was first diagnosed, and the exact diagnosis.

In response, the information provided to Cigna by the doctor [redacted] confirmed the diagnosis of prostatitis in [redacted] 2022. Therefore, there was a pre-existing condition at the point the policy was established in [redacted] 2023, and for which Mr M was claiming treatment costs in [redacted] 2024.

Mr M argues that he was not aware of the formal diagnosis in 2022 when he completed the underwriting questionnaire. But his claimed lack of awareness of a formal diagnosis of a condition is not the issue. The first medical report of [redacted] 2024, citing the PSA test results from 2022, and stating a diagnosis of prostatitis was clear and, in my view, more credible than the subsequent medical report following the claim rejection. Cigna denied the claim because there was a pre-existing condition present at the point the policy was started, irrespective of Mr M being aware of it or not. I conclude that, based on the terms of the policy, the claim for the cost of that treatment was properly excluded from the health cover the policy provided.

In conclusion, I do not find Cigna acted unreasonably when it denied the claim in this instance. I note that Cigna's decision to retrospectively terminate the policy was based on what it considered to be a failure of Mr M to disclose relevant information in the medical underwriting procedures but, as that issue was not complained about by Mr M, it does not form part of my conclusions in this Final Decision.

Final Decision

My Final Decision is that I do not uphold Mr M's complaint and therefore do not require Cigna to take any further action.

Douglas Melville
Principal Ombudsman and Chief Executive

Date: 11 April 2025