Ombudsman Decision
CIFO Reference Number: 25-000114
Complainant: Mr T
Respondent: Cigna Global Insurance Company Limited

The complainant, who I will refer to as Mr T, complains about an exclusion Cigna Global Insurance Company Limited applied to the health insurance cover he purchased.

Background

In January 2024, Mr T purchased a worldwide Cigna Global Silver health insurance policy for himself and his two children. As part of the sale process, Mr T completed an underwriting questionnaire, but several calls took place in which the policy was discussed.

The issue at the heart of the complaint concerns an exclusion applied to his daughter's cover, which Mr T says was unfair and he was not given sufficient opportunity to review the exclusion or appeal it.

One of the medical questions was as follows:

'Does anyone have any illness, condition or symptom not already mentioned? Please include details of any known or suspected issues whether or not medical advice has been sought of a diagnosis reached', which was answered 'No' for his daughter.

However, Mr T's daughter was having regular 'preventative' counselling sessions with a mental health practitioner. Consequently, the sales agent changed the answer to 'Yes' and further questions were asked to gather more information.

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

Mr T and his wife were involved in this discussion, and the counselling sessions had taken place since the pandemic in 2020 for social anxiety and feelings of loneliness. Mr T said there had not been any symptoms, prescribed medication, or formal diagnosis. It was stressed that the sessions were good for her general mental wellbeing and preventative in nature.

The matter was referred to the underwriting team, and it applied a policy exclusion for: '*Therapy/Counselling sessions, any psychiatric or mental health disorders and any complications*'. Subsequently, the daughter's current therapy would not be covered under the main insurance cover, but Cigna advised Mr T that for the next year she could use six counselling sessions per period of cover. And once 18 years old, she would be eligible for twenty free counselling sessions available under the plan.

Mr T accepted the policy with the exclusion in place but then complained that he considered it was unfair and unreasonable and not in line with what he had been advised by email prior to the sale of the policy. He said he had not had sufficient time to review the exclusion, and Cigna had not provided him with the option to appeal it or to pay an additional premium to include the Therapy /Counselling in the main cover. Mr T sent Cigna an appeal but did not receive a reply.

The CIFO Adjudicator concluded that the addition of the exclusion on the policy was a legitimate exercise of Cigna's commercial judgement, based on its underwriting procedures when deciding to accept Mr T's application for health cover. As such she did not consider it her role to challenge this decision. She did confirm she was able to look at the manner in which Cigna exercised this commercial judgement, specifically if Mr T had been given reasonable and sufficient notice of the terms of the policy and/or there was conflicting information provided to him or statements made that he relied on to make the decision to purchase the policy which differed from the exclusion decision made by Cigna.

The Adjudicator noted the exclusion differed from a statement from a sales agent in an email sent to Mr T before purchasing the policy, which said "*If you can confirm that your daughter has never had anxiety, depression or any mental health disorder….she only ever took preventative counselling session…nothing at all medical or mental health related recommended by a doctor then there will be no medical condition to note down and there will be no exclusion*…" She concluded Cigna had fully advised Mr T of the exclusion in the sales call after this email, and therefore it was Mr T's decision to proceed with the policy knowing the exclusion would be applied. She considered the exclusion had been communicated to Mr T in a clear and

understandable manner. The CIFO Adjudicator did not uphold the complaint.

Mr Trumpp did not agree and requested an Ombudsman's review. His main points are:

- Cigna added an exclusion to the policy without letting him review the answers on the medical questionnaire and the underwriting documents.
- The certificate of insurance was made available only days later in the online portal.
- The exclusion appears to be based on preventative counselling sessions.
- At no point during the purchasing process did he admit there was a pre-existing medical condition.
- It was confirmed in writing that anything preventative would not amount to a medical condition and/or exclusion to note down.
- He wasn't informed the exclusion could be appealed.
- A*ppeal letters were returned unopened months after being sent and no response given.*
- Cigna has discretion to lift the exclusion for a further premium.
- He felt cornered to make immediate decisions.

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.

This complaint centres on a matter of fairness regarding Cigna's underwriting decision to add an exclusion to the policy for Mr Ts daughter.

It would be inappropriate for this office to consider Cigna's legitimate exercise of its commercial judgment in determining what medical conditions or symptoms it offers cover for and those it excludes. The Adjudicator explained this to Mr T, and she was right to do so. I have reached the same conclusion.

An insurer's underwriting criteria is commercially sensitive and it's not a document we share. However, I have considered its contents to determine whether Cigna has exercised its decision in line with the criteria.

During the sales calls Mr T's daughter was said to be suffering from 'social anxiety' and had been having counselling or therapy sessions on a regular

basis, albeit Mr T said these were preventative. In reviewing what was said about the daughter (no hospitalization and where there has been counselling/therapy undertaken within a year before the start of a policy), Cigna has applied the exclusion for counselling/therapy in line with the criteria. As such, I am satisfied Cigna has acted fairly.

I have weighed the fact that adding the exclusion contradicted the information provided to Mr T in an email prior to the policy starting. There were subsequent conversations to this email, and the exclusion was fully explained prior to the start date. While Mr T may have been disappointed, he was fully informed such that he could decide whether to accept the policy terms with the exclusion or not.

Mr T maintains he was not provided with the opportunity to appeal against the exclusion or have sight of the underwriting questionnaire before accepting the policy. Notwithstanding, what Cigna recorded was information from Mr T's wife and the underwriting decision reflected this. Mr T had 14 days to cancel the policy but chose not to do so. It would have been courteous and good customer service for Cigna to have replied to Mr T's letters, but I do not find that this would have altered Cigna's position and the exclusion would have stayed in place. Cigna offered Mr T $50 USD as an apology and if he hasn't accepted that but decides to, I would expect Cigna to honour that.

In summary, I am satisfied that Cigna applied its underwriting criteria to the circumstances of Mr T's daughter as described by Mr T and his wife. As such, I do not intend to interfere with the exclusion as it currently applies. I am mindful that Cigna engaged with Mr T's concerns and clarified that for the next year the daughter could use 6 counselling sessions per period of cover. And once 18 years old, she would be eligible for twenty free counselling sessions available under the plan. If Mr T continues with the policy these options are available to his daughter.

Finally, should Mr T have issue with Cigna's underwriting criteria he would need to refer any concerns himself to the appropriate regulator, the Guernsey Financial Services Commission. They can be contacted as follows: Financial Services Commission, Glategny Court, Glategny Esplanade, St Peter Port, Guernsey, GY1 3HQ and by telephone: +44 1481 712706.

Final Decision

My final decision is that I do not uphold this complaint, and I do not require Cigna to take any further action.

Sean Hamilton
Ombudsman

Date: 17 November 2025