Ombudsman Decision
CIFO Reference Number: 25-000256
Complainant: Mr P
Respondent: Cigna Global Insurance Company Limited

Mr P complains that Cigna Global Insurance Company Limited unfairly declined a claim and added an exclusion to his health insurance policy.

Background

Mr P applied for a health insurance policy through an independent broker on 6 January 2025, and cover began on 31 January 2025.

In March Mr P submitted a claim for treatment of 'cervical and lumbar segmental dysfunction of his back'. In processing the claim Cigna requested a medical report which was provided on 10 April. This confirmed Mr P had been suffering from back pain since October 2024, had received treatment in December 2024 and had also seen another practitioner for the same issue previously.

As the policy did not cover treatment of pre-existing conditions, Cigna declined the claim and added the following exclusion to the policy: *"BACK/NECK – Disease or disorder of the BACK/NECK and any complications".*

Mr P complained to Cigna that he had disclosed the condition to the broker, and it was for the treatment of this condition that he required the policy. But Cigna maintained that the application did not disclose the pre-existing back condition and that it did not have access to communication between Mr P and his broker. Cigna said the claim had been correctly declined and

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

the exclusion correctly applied given the pre-existing condition had not been disclosed during the application.

The Adjudicator did not uphold Mr P's complaint, but he asked for an Ombudsman's final decision.

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.

The principal issue to address is whether Cigna made any error in their handling of the application, declining the claim or adding the exclusion.

Cigna received Mr P's application from his broker on 6 January 2025. The application Health Questionnaire warned that *"Careless or deliberate misrepresentation could result in Cigna rejecting claims…"* Fourteen (14) questions followed with one asking, *"Has any applicant received treatment, tests or investigations for, or been diagnosed with, or had any symptoms of: Muscle or skeletal problems e.g. back pain, whiplash, arthritis, joint pain or problems, gout, fractures, cartilage, tendon or ligament problems."* The answer to this was recorded as 'No' but should have been answered as 'Yes'.

Mr P received a copy of the Underwriting Summary and Policy Rules through the customer portal. The Underwriting Summary included a copy of the health questions and showed all had been answered 'No' and included the following warning: *"This document is a record of the medical underwriting questions and the answers you have provided for all policy beneficiaries. Please review it carefully to ensure you have answered all questions accurately, honestly and completely. This is important as failure to do so could result in Cigna reducing the amount of claims proportionately, rejecting claims, and/or cancelling your policy."*

The General Exclusions in the Policy Rules state the following about pre-existing conditions:

> *"2. Treatment for:*
> *a) a pre-existing condition; or*
> *b) any condition or symptoms which result 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."

The medical evidence demonstrates Mr P's back pain existed before the application and so it should have been disclosed. The broker, acting on Mr P's behalf in submitting the application, made no mention of his pre-existing back pain issues and treatment. If, as Mr P asserts, he gave this information to the broker, I am satisfied it still amounts to a careless misrepresentation as an incorrect answer to the question about back pain was given to Cigna, and the broker was acting for Mr P.

The Policy Rules and details of the Underwriting Summary on which the application had been assessed were available to Mr P through the portal. Mr P had the opportunity to correct the information but did not. In all the circumstances, I am not persuaded Cigna made any error in accepting the policy, declining the claim or adding the exclusion. The policy did not cover pre-existing conditions, and this included Mr P's pre-existing back condition which had not been disclosed during the application process.

Mr P may wish to complain to the broker who dealt with his application; however, this is not a matter I can consider in this complaint.

Final Decision

My final decision is that I do not uphold Mr P's complaint about Cigna Global Insurance Company Limited.

Sean Hamilton
Ombudsman

Date: 12 December 2025