Ombudsman Decision
CIFO Reference Number: 25-000277
Complainant: Mr H
Respondent: Cigna Global Insurance Company Limited

The complainant, who I will refer to as Mr H, complains that Cigna Global Insurance Company Limited unfairly terminated his health policy and as a result denied a claim for treatment for his daughter.

At points throughout the claim Mr H's wife led communication, but for ease, I will only refer to Mr H in this determination although some things attributed to him will be those of his wife.

Background

Mr H purchased a Cigna Global Platinum policy around March 2021 for himself, his wife, and children, which included cover for mental and behavioural health care. He made no declaration of any pre-existing conditions for any of the intended members named in the policy.

In February 2025, Mr H requested authorisation for his daughter to receive mental health therapy at a clinic. Cigna received some medical history for the daughter from a previous therapist, who had seen her in 2022. This included reference to 'self-harming' since the age of eleven, which would have been around 2018.

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

Cigna cancelled the entire policy because the daughter's history of symptoms, which included dangerous behaviours and eating restrictions, should have been disclosed during the sales process. As these were not disclosed, and cover would not have been offered had they been, the policy was cancelled.

Mr H appealed this with an addendum from the therapist who clarified symptoms Mr H's daughter suffered and dates when a formal diagnosis was made. Cigna reiterated that relevant medical information about his daughter from 2018 had not being disclosed and retrospectively cancelled the entire plan. This was because it would not have provided cover had Mr H disclosed the daughter's self-harm and associated health.

The adjudicator did not uphold the complaint concluding Cigna had the right to terminate the policy under the policy rules as Mr H's daughter suffered issues 'from age 11', and therefore implying this was an ongoing issue and not unreasonable to conclude it continued after 2018.

Subsequent Submissions

Mr H did not agree with the recommendation and requested my review. In summary he raised the following:

1. The contract does not define "symptom" and so any ambiguity should be resolved in favour of the non-drafting party.
2. It is unfair to apply retrospective reasoning to infer what was known at inception of the policy. The question is what was objectively knowable to non-clinicians in March 2021, not what later medical documents say about prior years.
3. Self-harm is a behaviour, not a diagnosis, and so it is unreasonable to expect him to classify this behaviour as a medical "symptom" in 2021 without professional guidance.
4. He answered truthfully with the information he had and acted with good faith and reasonable care. He should not be penalised for failing to 'medicalise behaviour' that no clinician had assessed or linked to a diagnosis at the time.

5. The conclusion that Cigna would have declined cover requires production of the actual 2021 underwriting rule for self-harm and evidence of consistent application.
6. The remedy of cancelling the entire policy is not proportionate, even if some disclosure issues were found (which he disputes). Retrospective cancellation of the entire policy is the harshest remedy and is disproportionate.

Cigna confirmed that it would not have provided cover at all for the whole family if the self-harming behaviour had been disclosed and therefore chose to retrospectively cancel the whole policy.

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. In cases like these where there is a difference of opinion and in the absence of evidence provided in support of one opinion over another, I reach my conclusion on a balance of probability. I will consider what is more likely than not to have happened in the specific circumstances of this complaint.

While Mr H has made many points I will focus on the main issues to be determined in reaching an outcome I consider to be fair and reasonable. If I don't therefore address a specific point, it should not be taken to mean I haven't considered it. Rather in determining a complaint as I see fit, I have focused on the main issues.

The clinician's psychological report (and addendum) clearly outlines a history of self-harm from the age of 11 (2018), with instances in 2021 and 2022. These are self-reported by the daughter and parents and there is no mention by the therapist of having access to any personal medical records.

Mr H's position is that at the point of buying the policy in 2021 his daughter had neither been diagnosed with nor received any treatment for mental health issues or self-harm behaviours. He says when answering the underwriting question relevant to this point, he answered truthfully and accurately, and the first documented consultation was in 2022. I note the

therapist's statement in her addendum that she does not consider a pre-existing condition could be declared.

The therapist states she first saw the daughter in August 2022 and there's nothing to support Cigna's conclusion that the daughter had a pre-existing condition. I can accept the therapist did not and has not seen any other medical records, but that does not persuade me the daughter didn't have a pre-existing issue to disclose.

It is without doubt self-harming occurred in 2018 and further self-harming was seen in 2021. Mr H told Cigna that his daughter started therapy in 2021 (6 months after buying the policy) and had been diagnosed with severe depression, anxiety, dangerous behaviours and restrictive eating. So, the apparent absence of further medical documentation does not persuade me that none exists. Indeed, while there is a three-year gap between 2018 and 2021, the nature of what has been documented and what was told to Cigna, persuades me it is more likely than not that the daughter's issues were an ongoing matter. The 2021 therapy was not anticipatory but in reaction to behaviours, observations, issues, and symptoms the daughter was experiencing and the parents were observing.

In requiring a consumer to take reasonable care to give accurate and complete information it's appropriate to expect questions to be clear. One question asked Mr H if his daughter had any symptoms of, been diagnosed with, or had any treatment for any mental health condition. Setting aside the absence of medical records, I find it reasonable to expect that a parent and reasonable person would understand self-harming to be a symptom of a mental health condition. They might not have a diagnosis and may not know exactly what is wrong, but a reasonable person exercising reasonable care would consider self-harming a relevant disclosure to the question Cigna asked.

I've also considered a further underwriting question asked of Mr H:
'*Q5. 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 or diagnosis reached.'*

Even if I accepted Mr H's position that he couldn't be expected to classify self-harming behaviour as a medical symptom, question 5 is worded to invite disclosure of any known or suspected issues '*whether or not medical advice has been sought or diagnosis reached*'. So, even if I agreed with Mr H on his 'symptom' point, question 5 makes it clear Cigna wants to know about **any known or suspected issues**. I would expect a reasonable person with knowledge of the daughter's self-harm to disclose it given its significance in a pre-teen child.

I find it more likely than not Mr H knew of his daughter's self-harming behaviour in 2018, and the further behaviour in 2021 persuades me it was likely to be a continuing behaviour during that period. I am not persuaded Mr H exercised reasonable care not to make a misrepresentation about the self-harming when buying the policy.

The policy rules (clause 3) include that Mr H must take care when answering questions to ensure the information is accurate and complete. If Cigna determines that Mr H deliberately or recklessly provided false or misleading information, and it wouldn't have offered insurance cover, then it may treat the policy as if it never existed. Further to this (clause 6), Cigna may terminate the policy where Mr H in applying for the policy, withheld information or knowingly or recklessly provided information he knew or believed to be untrue, or failed to provide information asked for, **including medical information**. Cigna has demonstrated that its underwriting precluded cover had the daughter's self-harming been disclosed. And I am satisfied that Mr H didn't take reasonable care not to make a misrepresentation. The seriousness of self-harming in a pre-teen child is such that I am satisfied Mr H knowingly withheld this information from Cigna when buying the policy.

Based on the information available to me, I am satisfied that Cigna applied its underwriting rules regarding self-harm correctly. And as I'm satisfied Mr H knowingly withheld information, I am satisfied it was fair for Cigna to cancel the entire policy.

I understand that Mr H may not think the remedy is proportionate and had it been a careless mistake I might agree. Indeed, the policy rules do give some discretion where there's carelessness, but this is a situation where on balance, Mr H acted knowingly and that is not carelessness but a deliberate choice. Cigna acted in accordance with the rules of the policy. But I've also taken into account that the policy rules say unless specifically agreed to the contrary, the policy is governed by and interpreted in accordance with the law of England and Wales. As a matter of good industry practice, it is relevant to take account of the Consumer Insurance (Disclosure and Representations) Act 2012. In doing so, I am satisfied that:

- Mr H failed to take reasonable care not to make a misrepresentation about the daughter's symptoms and/or behaviour and/or issues to the questions asked of him.
- He made a deliberate decision not to disclose the information and so withheld it knowing the answer of "No" to Cigna's questions was untrue or misleading, or at best he simply did not care.
- He knew matters about health were relevant to Cigna given he was buying health insurance and being asked about medical issues for each member on the plan.

The Act also permits an insurer to cancel a policy where the misrepresentation was deliberate or reckless. As such, having considered all the information carefully, I am satisfied Cigna's decision to cancel the entire policy was fair and reasonable in all the circumstances.

Should Mr H have issue with the underwriting procedures adopted by Cigna, he can refer any concerns 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 Global Insurance Company Limited to take any further action.

Sean Hamilton
Ombudsman

Date: 30 January 2026