Ombudsman Decision
CIFO Reference Number: 25-000326
Complainant: Miss M
Respondent: Cigna Global Insurance Company Limited

The Complainant, who I shall refer to as Miss M, complains that Cigna Global Insurance Company Limited placed an exclusion on her health insurance policy incorrectly leaving her at risk of being denied coverage that she believes she should benefit from.

Background

Miss M's policy commenced in 2019. The Certificate of Insurance detailed exclusions which included:

> "*Upper back/neck – Disease or disorder of the upper back/neck and any complications*."

The policy was renewed each year with the exclusion repeated each time.

In March 2025 Miss M challenged the exclusion and Cigna advised it could be appealed immediately prior to renewal on 1 August 2025. However, upon receipt of a medical report Cigna refused to change the exclusion. Miss M complained but Cigna maintained its position.

The adjudicator explained that when Miss M was first sent the policy documents, she could have questioned the exclusion and cancelled the policy during the 14-day free look period if she was not prepared to accept it. However, she did not do so, and the exclusion was repeated on each subsequent renewal. She said Cigna was not obliged to remove the exclusion when Miss M complained in 2025 and, as such, she did not recommend that the complaint be upheld.

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

Miss M remained unhappy and requested that an ombudsman review her complaint and issue a Final Decision, saying, in summary:

- On application she disclosed previous herniated discs in the cervical spine and only learned the exclusion wording when Cigna declined a claim for a CT scan of parotid glands in 2025.
- The underwriter made a sloppy and negligent decision in recording the exclusion as it was.
- Cigna has declined cover for a blood test believing it is to do with the neck and declined a sonogram as it included a neck gland and thyroid, but there's no pre-existing thyroid condition. Investigations noted shingles had caused the swelling of the parotid gland.
- She is at risk of being denied coverage for pre-existing conditions she does not have.
- She believes Cigna should have requested an MRI scan in 2019 and she had to pay for an MRI as Cigna refused to accept a report from 2010.

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.

Miss M seeks to have the exclusion about her upper back and neck 'modified' so that it is restricted to the discs at C5 and C6, rather than the entire neck area. The 2019 policy application form completed by Miss M discloses herniated discs C5 and C6 suffered in 2008 treated with physiotherapy and no ongoing issues or treatment.

Cigna sent Miss M a welcome pack which would have contained the Certificate of Insurance, the Policy Rules and the Customer Guide. The Certificate of Insurance detailed specific exclusions, one of which was *"UPPER BACK/NECK – Disease or disorder of the UPPER BACK/NECK and any complications".*

It was for Miss M to check the policy documents to ensure the cover provided was what she required. The opening paragraph in the Policy Rules states:

Please read these Policy Rules along with your Certificate of Insurance and your Customer Guide as they all form part of your contract between you and us. If necessary seek expert advice should you need to determine if this policy is appropriate for you.

The exclusions were clear on the Certificate, but Miss M did not question either exclusion at any time before March 2025 and neither did she exercise her right under the "*free look period"* at section 4 to cancel the policy and receive a full refund.

I acknowledge Miss M's point that she feels it's unfair for conditions in the neck area unrelated to herniated discs to be caught by the exclusion. However, I'm not persuaded that it's for me to define the scope of the exclusion or that it's a matter for CIFO. Cigna has commercial discretion when deciding what risks it is willing to underwrite – some insurers will underwrite pre-existing medical conditions, but this will often be at a significant additional premium. There is no obligation to do so however. Medical underwriting decisions are legitimate exercises of commercial discretion and not matters which CIFO can interfere with. Miss M was free to accept or decline the terms Cigna offered.

When Miss M asked Cigna to review the exclusion in 2025 it sought information from her to enable that to take place. There's nothing in the policy that obliges Cigna to pay for medical reports in these circumstances. And given Miss M's report from 2010 was 15 years old, I'm satisfied it was fair for Cigna to request a recent report for the review to go ahead. Upon enquiry, Cigna informed Miss M's broker that it would not cover the cost of a new MRI scan. A new MRI scan was later produced which Cigna reviewed but found it still showed evidence of disc bulges and spinal stenosis. Cigna refused to remove the exclusion or to amend the wording of the exclusion, and I'm satisfied that it was fair and reasonable in all the circumstances.

Final Decision

My final decision is that I do not uphold this complaint.

Sean Hamilton
Ombudsman

Date: 24 November 2025