Ombudsman Decision
CIFO Reference Number: 25-000493
Complainant: Mrs Alejandra Olivera
Respondent: Cigna Global Insurance Company Limited

It is the policy of the Channel Islands Financial Ombudsman (CIFO) not to name or identify complainants in any published documents. Any copy of this decision made available in any way to any person other than the complainant or the respondent must not include the identity of the complainant or any information that might reveal their identity.[1]

A decision shall constitute an Ombudsman Determination under our law.

Mrs O complains that Cigna Global Insurance Company Limited unfairly declined a claim and added a retrospective exclusion to her health insurance policy.

Mrs O is represented but for ease I will refer to Mrs O only, even though statements made or evidence submitted have been received from her representative.

Background

In summary, the policy with Cigna began on 13 January 2023 and multiple pre-existing conditions were disclosed in the medical underwriting relating to Mrs O, but all were declared as being fully resolved with no ongoing symptoms or treatment.

Mrs O had cause to claim on the policy when she required neurosurgery on 10 June 2025 for the treatment of Meningeal/Tarlov Cysts which were causing back, sacral, buttock, perineal, rectal, pelvic and groin pain along with other symptoms. Cigna assessed the claim and on receiving medical records and reports from the treatment center (2 May 2025 and 9 June 2025) noted that Mrs O had said she had been experiencing back pain for 3 years, which would have been May 2022, so before the policy began. Cigna declined the claim and added an exclusion to the policy relating to Mrs O's 'Lower Back'.

Mrs O says Cigna's position is unfair as she did not have any diagnosis when the policy was taken out and any symptoms were attributed to her other

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

diagnoses of fundoplication surgery and cervix cancer surgery, which had been declared. She is claiming a financial loss of USD $8,510 and requires Cigna to remove the lower back exclusion on the policy.

Cigna maintains the claim was correctly declined and the exclusion added because medical reports confirm Mrs O had symptoms prior to the policy starting, which were not disclosed.

The Adjudicator explained that Mrs O had pre-existing symptoms not disclosed to Cigna. The policy excluded cover for pre-existing conditions, Cigna had not made any error in declining the claim or adding an exclusion to the policy. Mrs O did not accept the Adjudicator's assessment and asked for Ombudsman's final decision.

Subsequent Submissions

Mrs O asked for the following to be considered:

1. No formal diagnosis relating to any back condition was made until October 2023.
2. The questions were answered based on an accurate understanding of Mrs O's health at the time.
3. The medical context of Mrs O's symptoms needs to be considered. Prior to October 2023 the symptoms of intermittent back, pelvic and groin discomfort were attributed to post-surgical recovery, menopause and natural aging. After October 2023 Mrs O was diagnosed with Tarlov cysts which she likely had for years, but the symptoms are often misattributed.
4. It is neither fair nor proportionate to apply an exclusion to a later diagnosed condition.

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.

The principal issues to address are whether Cigna made any error in its handling of the application, the claim, or in adding an exclusion to the policy.

The policy terms set out the contractual relationship between Mrs O and Cigna. Matters generally excluded by the policy include treatment for a pre-

existing condition or any condition or symptom which result from or related to a pre-existing condition. It states Cigna will not pay for treatment for a pre-existing condition of which Mrs O was (or should reasonably have been) aware at the date cover commenced (unless Cigna has expressly agreed to cover). A pre-existing condition is defined as:

"any disease, illness or injury, or symptoms present before the initial start date linked to such disease, illness or injury for which:

- *medical advice or treatment has been sought or received; or*
- *the beneficiary knew about and did not seek medical advice or treatment."*

It is industry practice and in line with Cigna's policy terms for an insurer to request medical records when considering a claim, and in Mrs O's case this showed her symptoms started 3 years prior. It is not disputed by Mrs O that she was experiencing intermittent back, pelvic and groin discomfort when the policy was taken out. However, she says that she did not have a diagnosed condition and attributed the pain to either her disclosed prior condition of fundoplication surgery, cervix cancer surgery, menopause or natural aging. The intermittent pain was managed with over-the-counter medication, and she was not under a specific treatment plan. It was only in October 2023 that the pain escalated, and she sought treatment and diagnosed with Tarlov Cysts.

The information Mrs O provided though does not support her explanation that she thought her back pain was related to other disclosed conditions. This is because while she said in her application that she was fully recovered from her cervical cancer, if she considered her back pain may have been related to this then it wasn't correct to say she had fully recovered. Mrs O did not declare menopause or intermittent back pain as separate conditions or symptoms to allow Cigna to assess whether they could offer cover.

In summary, the medical questionnaire asked broad questions, including whether Mrs O had any illness, condition or symptom not already mentioned in the preceding questions. She was asked to include details of any known or suspected issues whether or not medical advice had been sought or a diagnosis reached. Mrs O was actively purchasing and taking over-the-counter painkillers to manage her back pain but failed to disclose this.

I am satisfied Cigna's medical questions were clear about what information Mrs O needed to disclose. She did not disclose ongoing symptoms with the intermittent back pain. If she genuinely believed that the back and other

associated pain were related to other medical issues that she had disclosed, then it was incorrect to say she was fully recovered.

There is no equivalent law in Guernsey to the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). But I consider this Act a relevant consideration in reaching a determination that is fair and reasonable in the circumstances of Mrs O's complaint. CIDRA requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract. If a consumer fails to do so, the insurer has certain remedies, provided the misrepresentation is what CIDRA describes as a 'qualifying misrepresentation'. For it to be qualifying, the insurer must show it would have offered the policy on differing terms – or not at all – if the consumer had not made the misrepresentation. The types of qualifying misrepresentations are careless and deliberate or reckless.

I am satisfied that the medical questions are sufficiently clear that a reasonable consumer would know to disclose details of ongoing symptoms and conditions, like back pain. Whilst I can understand Mrs O attributed the intermittent back, pelvic and groin discomfort to her other conditions, she failed to tell Cigna that she had ongoing pain and managing it with over-the-counter pain relief.

There is no dispute that the policy terms exclude cover for pre-existing conditions, and I am satisfied that the evidence presented to Cigna demonstrated, on balance, that Mrs O had undisclosed intermittent pre-existing back, pelvis and groin pain. She may not have known the cause as a specific diagnosis, but Cigna also asked about issues undiagnosed too.

Cigna has provided confidential underwriting evidence, which shows that if Mrs O had disclosed details of intermittent back, pelvic and groin discomfort an exclusion relating to her 'Lower Back' would have been added to the policy from the outset.

Based on the evidence presented, Mrs O had been suffering with intermittent back pain before she bought the policy yet did not disclose it. I am satisfied that a reasonable consumer with that knowledge should have disclosed the history of lower back pain and surrounding area in response to Cigna's questions. I am satisfied there has been a 'qualifying misrepresentation' because had correct information been given then Cigna would have applied the exclusion. In these circumstances I am satisfied and Cigna acted fairly.

Mrs O considers the exclusion unfair and disproportionate. Given the policy rules specifically exclude treatment for pre-existing conditions, or any condition or symptom related to a pre-existing condition, the exclusion was in keeping with the policy rules. As such, I do not find the retrospective exclusion unfair.

Final Decision

My final decision is that I do not uphold Mrs O's complaint.

Next step for the complainant, Mrs Alejandra Olivera

Mrs Olivera must confirm whether she accepts this decision either by email to ombudsman@ci-fo.org or letter to the Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG, **within 30 days of the date of this decision,** that is by **13 May 2026**. The decision will become binding on Mrs Olivera and Cigna Global Insurance Company Limited if it is accepted by this date. If we do not receive an email or letter by the deadline, the decision is not binding. At this point Mrs Olivera would be free to pursue her legal rights through other means.

If there are any particular circumstances which prevent Mrs Olivera confirming her acceptance before the deadline, she should contact me with details. I may be able to take these into account, after inviting views from Cigna Global Insurance Company Limited, and in these circumstances the decision may become binding after the deadline. I will advise both parties of the status of the decision once the deadline has passed.

Please note there is no appeal against a binding decision, and neither party may begin or continue legal proceedings in respect of the subject matter of a binding decision.

Sean Hamilton
Ombudsman

Date: 13 April 2026