Ombudsman Decision
CIFO Reference Number: 26-000034
Complainant: Mr H
Respondent: Cigna Global Insurance Company Limited (Cigna)

Complaint

The complainant, who I will refer to as Mr H, complained that Cigna cancelled his policy and rejected his claim for treatment.

Background

Mr H purchased a new healthcare policy from Cigna that commenced on 11 August 2025. As part of this, Mr H completed a medical underwriting questionnaire, saying that he had no ongoing medical conditions or suspected issues. Mr H previously had a similar policy with Cigna that expired in November 2023.

Mr H made a claim for medical cover in October 2025 for treatment of Inflammatory Myositis two months after his policy commenced. Cigna asked for more information about the claim. In response, Mr H's medical provider sent a doctor's report from a prior consultation in October 2023 as well as a more recent report from August 2025. The 2023 report showed that Mr H had muscle weakness, with Inflammatory Myositis being diagnosed at the time. The further medical report dated 15 August 2025 stated that Mr H had progressive muscle weakness that had built up over the prior two months, caused by Inflammatory Myositis.

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

Cigna retrospectively cancelled Mr H's policy after reviewing the medical reports, refunding Mr H's premiums. They said that they wouldn't have offered insurance cover if they knew about Mr H's condition. Mr H sent an appeal to Cigna as he felt that his condition was resolved at the time of his application. Mr H also said that Cigna should have known about his claims history from the expired policy, where he had previously claimed for Inflammatory Myositis. Mr H raised his complaint with CIFO following Cigna's rejection of his appeal and subsequent complaint.

While appreciating that Mr H had a previous policy with Cigna, the CIFO adjudicator felt that it would still have been necessary to include a full medical declaration for the new policy as medical conditions can evolve over time.

The adjudicator considered that while the Inflammatory Myositis may have been in remission since the earlier treatment in 2023, it was a relevant ongoing condition to declare to Cigna. The medical report from August 2025 also said that Mr H had been suffering from progressive muscle weakness for two months, meaning that similar symptoms started around two months before Mr H applied for the new policy. The adjudicator concluded that Mr H should have declared the Inflammatory Myositis and progressive muscle weakness in his medical underwriting form when he applied for the new policy.

Where there has been a failure to disclose relevant medical information by a policyholder, Cigna can apply clauses 3 and 6.2 of the policy terms, which allow for cancellation of the policy if Cigna wouldn't have offered insurance cover in circumstances where they knew about the relevant medical condition. Cigna confirmed that applying an exclusion instead of cancelling the policy wouldn't be possible because of the underwriting risk. The adjudicator considered that Cigna's underwriting risk appetite is part of the legitimate exercise of their commercial judgement.

While appreciating that the cancellation of the policy caused Mr H some distress at a time when he was unwell, the adjudicator recommended that Cigna was entitled to cancel Mr H's policy and that the complaint should not be upheld.

Subsequent Submissions

Mr H disagreed with the adjudicator's recommendation and asked for the complaint to be referred to me for a final decision.

Mr H said that the Inflammatory Myositis was not an ongoing issue at the time of his application for the new policy, where he was not undergoing treatment or monitoring, and was not aware that it was a persistent active condition. Mr H said that his progressive muscle weakness in the two months leading up to August 2025 was based on a retrospective estimate at the time of the consultation. Mr H also said that the muscle weakness was intermittent and not clearly identifiable as a relapse of autoimmune disease. Mr H continued to highlight that the decision by Cigna to cancel the policy was excessive, and not a proportionate remedy, when considering the innocence of any potential misrepresentation.

Findings

I have carefully considered available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint. In considering what is fair and reasonable, I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and what I consider was good industry practice at the time.

Where necessary or appropriate, I have reached my conclusions on the balance of probabilities; that is, what I consider is most likely to have happened, in light of the available evidence and the wider surrounding circumstances.

While appreciating that Mr H had a policy with Cigna previously, Mr H would still have needed to make a complete medical declaration for his new policy. Cigna relies on a complete medical declaration for their underwriting of each policy. This influences the premium level and Cigna's decision whether to apply exclusions or offer cover at all, noting that medical conditions can evolve over time. While Cigna could have asked questions about Mr H's claims for his old policy, I think it was reasonable for Cigna to rely on the latest medical declarations made by Mr H.

I will now consider whether Mr H had an ongoing medical condition or onset of symptoms that should have been declared when Mr H applied for the new policy in August 2025.

Mr H suggested that the condition appeared to be resolved at the time of his application. As it is an ongoing autoimmune condition, I consider that it should

have been declared by Mr H, even if it was in remission at the time. Mr H was also suffering from progressive muscle weakness in the months leading up to his medical declaration, which is a similar symptom to those previously experienced for the diagnosis of Inflammatory Myositis in 2023.

I therefore conclude that Mr H should have declared his condition as well as the recent progressive muscle weakness when he applied for the new policy. This would have been relevant to Question 5, which asks the following:

"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."

There is no equivalent law in Guernsey to the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). But I think this Act is a relevant consideration in reaching a determination that is fair and reasonable in the circumstances of Mr H'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 a qualifying misrepresentation, 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.

Based on the considerations above I must conclude that Cigna was entitled to cancel the policy based on clause 6.2, where they say that they will "*terminate this policy with immediate effect if, we, at our sole discretion determine, on reasonable grounds, that you have, in the course of applying for the policy or when making any claim under it, withheld information or knowingly or recklessly provided information which you know or believe to be untrue or inaccurate or failed to provide information which we have asked for, including medical information*".

Cigna has confirmed that they would not have offered cover if they knew about Mr H's medical condition and onset of symptoms. This is based on their underwriting risk appetite and is a matter of their commercial judgement.

I appreciate that the timing of the policy cancellation will have caused distress at a worrying time when Mr H was unwell and undergoing further treatment. This is an inherent issue with medical insurance, where coverage assessments will often need to be done at, or around the time of medical treatment. However, I think that based on the lack of declaration of the onset of symptoms, irrespective of whether any under declaration was intended by Mr H, Cigna was entitled to apply clause 6.2. While appreciating that Cigna's cancellation of the policy may have implications for Mr H in applying for future policies, it is also a matter of Cigna's commercial judgement to decide to cancel the policy in these circumstances.

Final Decision

For the reasons I have explained, my Final Decision is that I do not uphold Mr H's complaint.

Douglas Melville
Principal Ombudsman and Chief Executive

Date: 4 March 2026