

The complaint

Miss G has complained that CIGNA Europe Insurance Company SA-NV has declined a claim she made on a private medical insurance policy.

What happened

The policy was taken out in April 2023.

In January 2025 Miss G had an operation on her nose to correct a deviated septum. She therefore made a claim for reimbursement of medical costs.

CIGNA declined the claim on the basis that the circumstances are not covered under the policy terms. It said that Miss G had not declared a pre-existing medical condition (PEMC) at the time of purchasing the policy and that, had she done so, it would have excluded surgery for a deviated septum from cover.

Our investigator thought that CIGNA had acted reasonably, in line with the policy terms and conditions. Miss G disagrees and so the complaint has been passed to me for a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The ombudsman was established to be a quick and informal service. This doesn't mean we apply any less rigour or care in reaching our decisions. But it does mean that we might not respond to each and every point that has been raised. Miss G has made detailed submissions in support of her complaint. Although I will not be addressing them all, I would like to assure her that I have read and considered everything she has provided.

I've carefully considered the obligations placed on CIGNA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for CIGNA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Looking at the policy terms, there is a general exclusion for:

'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.'

A pre-existing medical condition is defined as:

'any disease, illness or injury, or symptoms present before the initial start date of your policy for which:

> medical advice or treatment has been sought or received: or

> the beneficiary knew about and did not seek medical advice or treatment.'

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). 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 this, 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 has to show it would have offered the policy on different terms - or not at all - if the consumer hadn't made the misrepresentation.

As I understand it, CIGNA thinks Miss G was careless when not declaring a PEMC. So, it has applied the exclusion that it would have applied had the misrepresentation not happened. When considering whether someone has taken reasonable care, I need to consider how clear and specific the questions asked were.

Question 5 of the application process was:

'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 a diagnosis reached.'

Miss G answered 'No' to this.

She says she required the operation solely due to a skiing accident she had in December 2024 and that CIGNA has unfairly interpreted the medical evidence to conclude that she had a PEMC beginning in 2022.

The first medical evidence CIGNA received from Miss G stated that 'the symptoms began 'a few years ago' and that there was 'a history of nasal trauma from a minor accident two years ago, but didn't seek treatment at that time. Over the past year, I noticed worsening nasal obstruction and occasional sinus infections but managed them with over-the-counter decongestants and saline aerosols. Despite these efforts, symptoms persisted and progressively worsened.'

Following this, CIGNA asked for more clarification and received this response from the treating consultant:

'1. Date of nasal trauma:

The initial incident occurred approximately three years ago, in early March of 2022, as reported by the patient.

2. Result of injuries:

Following the initial trauma, the patient experienced pain, swelling, and tenderness in the nasal area. Over time, he developed breathing difficulties Progressive symptoms, including nasal congestion and trouble breathing through the nose, particularly evident during physical

activities and during sleep. These persistent symptoms culminated in the need for septoplasty recently.

3. Cause of the trauma:

The patient reports that the main trauma was the result of a collision accidental with a friend during a social gathering. When crouching simultaneously to pick up objects from the ground and then sit up, his nose he hit hard against the top of his companion's head.

It is important to note that a recent subsequent incident may have aggravated its pre-existing condition. During a ski trip in December last year, The patient suffered a fall in the snow. Although this event seemed minor at that time, he noticed an increase in shortness of breath shortly after, in comparison with your usual symptoms. This drop possibly exacerbated his nasal condition. which led to his medical consultation in January.

The combination of these events, along with the progressive deterioration of their function respiratory surgery, justified surgical intervention by septoplasty.'

There is also correspondence directly from Miss G that references the history of the condition. For example, in an email dated 26 February 2025, she says: *'The attached document provides a comprehensive explanation of the incident, including the initial trauma from three years ago and a more recent event that may have exacerbated my condition'*.

It's understandable why, based on what Miss G was saying at that time, and the initial evidence from the consultant, CIGNA would conclude that Miss G had pre-existing nasal issues and so should have declared it when buying the policy.

As Miss G's now explains it, she bumped her nose in March 2022 which resulted in mild discomfort that lasted a few days, without the need for her to seek treatment at the time and with no long-lasting effects. She says she mentioned this incident to her consultant, firstly to be fully transparent about her medical history and secondly, as a point of comparison between the minor nature of this event and the much more severe impact of the 2024 skiing accident.

Having recounted these details to the consultant, it would be expected that his report would broadly reflect that discussion. Even with a language barrier, it's difficult to conceive how Miss G telling him about an insignificant bump on the nose in 2022 could result in him recording a significantly different version of events as set out above. It's been mentioned that the reference to the 2022 incident only made it into the documentation because the secretary referenced the full notes from the consultation. But that only serves to confirm that, what was submitted originally, is the complete version of what he'd been told by Miss G.

Since the declination of the claim, Miss G has provided further letters from her consultant, firstly to CIGNA and then later to this service, in support of her claim and complaint.

The consultant has emphasised that the accident in December 2024 was the direct cause of her need for surgery. CIGNA isn't necessarily disputing that or that the procedure was medically necessary. Its position is that she had a PEMC that was likely exacerbated by the skiing accident.

The crux of the matter is about what would have happened if Miss G had declared a pre-existing nasal condition. From the underwriting evidence that CIGNA has provided, I'm satisfied that it would have applied an exclusion for *'deviated nasal septum and any associated or related conditions or symptoms and any complications'*. Therefore, in that

case, it follows that the surgery Miss G had in January 2025 would always have been excluded from cover.

In relation to the pre-existing nature of the condition, each of the consultant's subsequent letters represents a significant shift from his original submissions. All of the letters are undated, so I am unable to provide a specific date reference.

The next letter provided says that, prior to the December 2024 accident '*the condition had not necessitated surgical intervention*'. This is still suggestive of a pre-existing condition, albeit one that was not severe enough to require surgery.

The following letter states that there were no ongoing issues stemming from the 2022 event.

In response to our investigator's first assessment that CIGNA had acted reasonably, Miss G provided a letter from the consultant saying that the 2022 incident was short-lived and that the discomfort was completely resolved in a few days. Rather than confining himself to clinical matters, the consultant also provides his views on insurance principles. He repeats Miss G's comments that the 2022 incident was only mentioned in the interests of providing a complete medical history. But that still doesn't explain why the medical history that he initially provided to CIGNA talks about symptoms progressing from the 2022 incident and even describes the condition as pre-existing and possibly aggravated by the skiing accident in 2024.

In response to our investigator's second assessment in June 2025, the consultant provides another letter along the same lines as the previous one.

Following our investigator's last assessment in August 2025, another consultant's letter was provided. It says that from 2022 to December 2024 she did not present with chronic nasal symptoms requiring medical intervention and that neither he nor Miss G considered her brief 2022 episode to be medically significant or chronic. However, that is not sufficient to confirm that she did not have a PEMC, as defined under the policy terms.

This last letter seeks to address the contradictions from his early reports to now, accepting that he had suggested a link to the 2022 incident. He says this language was, in part, due to a reliance on the patient's own retrospective account and the absence of a detailed chronology, rather than a formal finding of chronic symptoms. But that doesn't discredit his initial report. If anything, it underlines that what he recorded was Miss G's first-hand record of how the 2022 event had affected her.

Having seen these later submissions, CIGNA maintained its declination of the claim.

The initial report was the consultant's response to a straightforward request for medical information. It's evident that CIGNA has applied more weight to this report as likely containing the most accurate information.

The consultant has been extremely accommodating in providing more information at Miss G's behest. His subsequent letters were provided in support of her claim and complaint and indeed, they echo some of the same language that Miss G herself has used. There's nothing wrong with a doctor wishing to be supportive of his patient. However, I can understand why CIGNA would be less persuaded by these in contrast to the original reports.

On balance, I consider it reasonable that CIGNA has assessed the available evidence to conclude that her condition was pre-existing and that she therefore should have answered 'Yes' to question 5 in the application process, as set out above. Therefore, Miss G failed to take reasonable care when applying for the policy.

CIDRA says that an insurer is entitled to apply cover as if it had all of the information it wanted to know at the outset. Based on the underwriting evidence provided by CIGNA, I'm satisfied that it would have excluded cover for surgery for a deviated septum if she had declared her symptoms.

I am very sympathetic to Miss G's situation. She needed an operation that was medically appropriate and she finds herself in financial difficulty as a result. However, I'm unable to conclude that CIGNA has done anything significantly wrong. Overall, I'm satisfied that it has correctly applied the exclusion on the basis that Miss G didn't declare her pre-existing nasal condition. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 9 October 2025.

Carole Clark
Ombudsman