UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE, NASHVILLE DIVISION

Madison A. West v. Cigna Health and Life Insurance Company, d/b/a Cigna Healthcare, and eviCore Healthcare MSI, LLC

West v. Cigna · No. 3:26-cv-00637 · Decided June 25, 2026

SUMMARY

The United States District Court for the Middle District of Tennessee grants defendants' motion to compel arbitration and dismisses without prejudice Madison A. West's claims concerning the denial of inpatient postoperative care. The court holds that West assented to the health insurance policy containing a binding arbitration provision and that the incorporated arbitration rules clearly and unmistakably delegate arbitrability questions to the arbitrator. The court declines to stay the proceedings because dismissal pending arbitration is appropriate under its precedent.

CASE DETAILS

COURT	United States District Court for the Middle District of Tennessee, Nashville Division
WRITING FOR THE COURT	Waverly D. Crenshaw, Jr.
JURISDICTION	United States District Court for the Middle District of Tennessee, Nashville Division
DECIDED	June 25, 2026
DOCKET	3:26-cv-00637
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved to compel arbitration and to dismiss or stay the action. The district court granted the motion in part, compelled arbitration, and dismissed the action without prejudice.
STANDARD OF REVIEW	Under the Federal Arbitration Act, the court determined whether the parties agreed to arbitrate, whether the dispute fell within the agreement's scope, whether any statutory claims were nonarbitrable, and whether any remaining claims should be stayed. Contract formation and enforceability were evaluated under generally applicable state-law contract principles.
PRECEDENTIAL VALUE	Unknown

PARTIES	Madison A. West v. Cigna Health and Life Insurance Company, d/b/a Cigna Healthcare, eviCore Healthcare MSI, LLC

TOPICS

arbitration | insurance coverage | breach of contract | civil procedure | remedies

PRACTICE AREAS

arbitration | insurance | health law | contracts | civil procedure

QUESTIONS PRESENTED

1. Whether the parties entered into an enforceable arbitration agreement despite the absence of West's signature and her alleged lack of notice of the arbitration provision.
2. Whether West's claims fell within the scope of the policy's arbitration provision.
3. Whether the incorporated American Health Lawyers Association arbitration rules clearly and unmistakably delegated questions of arbitrability to the arbitrator.
4. Whether eviCore, a nonsignatory to the policy, could enforce the arbitration provision.
5. Whether dismissal without prejudice, rather than a stay, was appropriate after compelling arbitration.

HOLDINGS

1. An unsigned insurance policy may establish an enforceable arbitration agreement when the parties' conduct objectively demonstrates acceptance of the policy's terms. West's reliance on the policy and concessions regarding its validity demonstrated assent to all of its terms, including the arbitration provision.
2. West's claims arose within the scope of the policy's arbitration provision, and no exemption or congressional designation of nonarbitrability was shown.
3. The arbitration agreement clearly and unmistakably delegated questions of arbitrability to the arbitrator by incorporating American Health Lawyers Association rules granting the arbitrator authority to determine jurisdiction and arbitrability.
4. The court dismissed the action without prejudice after compelling arbitration because no issues remained for judicial consideration until arbitration was completed.

KEY QUOTATIONS

> *"When a litigant establishes the validity of the arbitration agreement, "the district court must grant the litigant's motion to compel arbitration and to stay or dismiss proceedings until the completion of arbitration.""* (Analysis § II.A)

> *"Thus, the issue of arbitrability is expressly included in those claims that may be submitted to arbitration."* (Analysis § II.B)

FACTUAL BACKGROUND

West maintained a Cigna health insurance policy from approximately 2021 through January 31, 2026, and the policy contained a provision titled "Binding Arbitration." During the policy period, she sought approval for medically necessary inpatient postoperative care, which Cigna and eviCore denied after administrative appeals and grievance proceedings. West alleged that the denial led to an early discharge after spinal surgery, severe complications, additional treatment, and further surgeries, and she asserted contract, bad-faith benefits, negligence, and negligent-utilization-review claims.

PROCEDURAL HISTORY

West sued Cigna and eviCore in state court over the denial of inpatient postoperative care under her health insurance policy. Defendants removed the action to the Middle District of Tennessee based on diversity jurisdiction and moved to compel arbitration and dismiss or stay the proceedings. The court granted the motion to compel arbitration and dismissed the case without prejudice, rendering the alternative request to stay moot.

DISPOSITION

dismissed

CASES CITED

- Fazio v. Lehman Bros., Inc., 340 F.3d 386, 392-93 (6th Cir. 2003)
- Wright v. SSC Nashville Operating Co. LLC, No. 3:16-cv-00768, 2017 U.S. Dist. LEXIS 33127, at *4, *7 (M.D. Tenn. Mar. 8, 2017)
- Great Earth Cos. v. Simons, 288 F.3d 878, 889 (6th Cir. 2002)
- T.R. Mills Contractors, Inc. v. WRH Enters., LLC, 93 S.W.3d 861, 870 (Tenn. Ct. App. 2002)
- Staubach Retail Servs.-Se., LLC v. H.G. Hill Realty Co., LLC, 160 S.W.3d 521, 524 (Tenn. 2005)
- Blanton v. Domino's Pizza Franchising LLC, 962 F.3d 842, 844-45, 852 (6th Cir. 2020)
- Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63, 67-68 (2019)