

## The complaint

Mr and Mrs G complain about the way that Simplyhealth Access administered their dual-registered 'Simply Cash' insurance policies.

## What happened

Mr and Mrs G each held dual-registered 'Simply Cash' cashback insurance policies for many years, which provided cashback benefits for optical and dental treatment, amongst other things.

In May 2019, Mrs G contacted Simplyhealth to discuss how to reduce the policy premium. During the call, Mr G's policy was cancelled, although he remained a dependent on Mrs G's policy. Mrs G's cover level was also reduced to bring down the policy price.

Over the next few years, Mr and Mrs G continued to make cash-back claims. In January 2023, Mrs G contacted Simplyhealth to query how it had settled claims that'd been paid out. During the call, Simplyhealth confirmed that Mr G's policy had been cancelled some years earlier.

Mr and Mrs G didn't agree that they'd asked Simplyhealth to cancel Mr G's plan or remove the dual-registration and so they complained. Mrs G also asked Simplyhealth to cancel her own plan.

Simplyhealth said that given the time that'd passed, it no longer had a copy of the call recording from May 2019. But it said that its notes from the time showed that Mrs G had requested the change. It added that Mrs G had been sent documentation setting out the plan changes and renewal paperwork each year. And it also said that Mrs G had only paid premiums for one policy rather than two policies for over three years.

Mr and Mrs G remained unhappy with Simplyhealth's position and so they asked us to look into their complaint. They wanted Simplyhealth to reinstate both dual-registered policies.

Our investigator didn't think it would be fair to ask Simplyhealth to reinstate both policies. That's because she was satisfied that if Mr G's policy had remained live, he and Mrs G would have paid significantly more for the additional cover than they'd have been able to claim back under the policy. However, she didn't think Simplyhealth had provided enough evidence to show it had done all it should've done at the time Mr G's policy was cancelled. And so she recommended that Simplyhealth should pay Mr and Mrs G £100 compensation.

I issued a provisional decision on 31 October 2023, which explained the reasons why I didn't intend to uphold Mr and Mrs G's complaint. I said:

*'Both parties agree that in May 2019, Mrs G contacted Simplyhealth because her and Mr G's situation had changed and they needed to reduce their premiums. Mrs G says she didn't ask Simplyhealth to cancel Mr G's policy – she simply wanted to reduce the cover.'*

*It's unfortunate that Simplyhealth no longer has a copy of the call, which would have allowed*

*me to determine exactly what was said. But, given the time that's passed since the call took place on 19 May 2019, I don't think it's unreasonable that Simplyhealth no longer has the recording. In the absence of the call though, I necessarily need to make a decision based on what I think is most likely to have happened – given the available evidence and the circumstances.*

*Simplyhealth has provided me with call notes dated from 19 May 2019, which refer to both Mr and Mrs G's individual plans. Mrs G's plan notes say:*

*'Mrs G called in to cancel her plan...their plans are getting too expensive. I...transferred her to HSLConsumer Level 2 as well as adding her husband onto the plan as an adult dependent.'*

*The call notes for Mr G's plan are broadly identical and conclude with the following:*

*'I have cancelled his plan from 01/06/2019.'*

*I've seen a copy of a letter, dated 20 May 2019, which was addressed to Mrs G and which Simplyhealth sent to Mr and Mrs G's address. The letter refers to a confirmation of the policy changes being enclosed, along with enclosed terms and conditions. The letter also indicated that Mrs G should check the policy details to make sure they were correct.*

*On balance, I find the call notes of 19 May 2019 persuasive evidence that Mrs G did ask Simplyhealth to bring down the policy premiums and that she asked it to cancel one of the cash plans. That's because I think the notes are contemporaneous evidence of what's most likely to have been discussed and agreed at the time – even though I appreciate that Mrs G can no longer remember requesting policy cancellation. And I also think it's more likely than not that Simplyhealth sent Mrs G updated, relevant information which indicated that her plan had changed. I also think it's most likely that the information showed that only one plan was now active with Mr and Mrs G both solely covered under one policy. Mrs G has told us that she didn't read all of the policy information which was sent to her, so I can entirely understand why she may not remember receiving all of the information Simplyhealth says it issued. However, on balance, I think it's more likely than not that Simplyhealth did send Mrs G updated terms and conditions following the change which explained the new levels of cover.*

*I'm mindful too that each year, following the change, renewal documentation was sent to Mrs G alone for one policy – rather than both she and Mr G receiving renewal documentation for each plan. I think this ought to have put them on notice that only one policy remained active. And it's clear that rather than paying for two policies per year, premiums for only one plan were taken between 2019 and 2023.*

*Overall, on balance, I think it's most likely that Mrs G did ask to cancel one plan. It seems that she may originally have asked to cancel her own plan, although Mr G's went on to be cancelled. But it appears that both she and Mr G would've remained covered under a single plan, irrespective of whether it was Mr G or Mrs G's sole plan which was cancelled. And it appears that the same price would've been applied for either policy – regardless of who the main policyholder was. For completeness though, I'd add that if both policies had remained live, while Mr and Mrs G would've been able to claim around £150 more between 2019 and 2023, they'd have paid over £1700 more for the cover. So I don't think I could fairly find there's been a financial loss here. Neither do I think I could fairly find that Simplyhealth has caused Mr and Mrs G any material distress and inconvenience which I could reasonably direct it to compensate them for.*

*Given I think Simplyhealth was entitled to cancel one of the plans, it follows that I think it was*

*reasonably entitled to settle any claims made in line with the cover provided by Mrs G's plan. So I'm not planning to tell Simplyhealth to take any action or do anything more.'*

I asked both parties to send me any additional evidence or comments they wanted me to consider.

Simplyhealth had nothing to add.

Mr and Mrs G didn't accept my provisional decision. They wanted to reiterate that they'd been with Simplyhealth and its predecessors for over 60 years. And that over the last 10-12 years, they'd always claimed off of each other. They queried why they'd wish to discontinue this arrangement. They said they'd purely asked to lower their membership. They added that they didn't remember receiving any documents about the new policy – only annual documents for their existing policies, which they'd believed to simply be at a lower rate. They said they'd had no reason to think otherwise.

### **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.

Having done so, whilst I'm very sorry to disappoint Mr and Mrs G, I've decided not to uphold their complaint and I'll explain why.

The relevant regulator's principles say that a firm must conduct its business with due skill, care and diligence. And that it must pay due regard to the interests of its customers and treat them fairly.

I explained in my provisional decision why I thought Simplyhealth's call notes of May 2019 were persuasive evidence that Mrs G had asked it to bring down the policy premiums and to cancel one of the policies. I've thought very carefully about what Mr and Mrs G have said, but on balance, I still think the contemporaneous call note evidence indicates that it's most likely that Mrs G did ask for cancellation of one of the policies.

Mr and Mrs G say that they don't remember receiving any documents about the new policy and I've considered this point carefully. However, as I've set out above, I've seen a copy of the letter Simplyhealth sent Mrs G following the policy changes, which states that updated information was enclosed. So, on balance, I think it's most likely that updated policy information was sent to Mrs G. And that she and Mr G were sent accurate policy information at each subsequent renewal.

Overall, whilst I sympathise with Mr and Mrs G's position, I think Simplyhealth did meet its regulatory obligations to conduct its business with due skill and care and that it treated them fairly. So it follows that I still think Simplyhealth was entitled to cancel one of the plans and to settle any claims made in line with the cover provided by Mrs G's policy. This means I'm not telling Simplyhealth to do anything more.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 27 December 2023.

Lisa Barham  
**Ombudsman**