

The complaint

Mr G has complained that Aston Lark Employee Benefits Limited trading as The Health Insurance Specialists ('THIS') mis-sold a policy to him.

What happened

Mr G spoke to THIS about his private medical insurance policy needs in 2022 and switched to a new insurer as recommended by THIS.

Mr G then saw a consultant and made a claim which was declined by his new insurer because he had pending treatment before the start date of the new policy.

Mr G complained to THIS but it said he hadn't told it that he was planning to see his consultant before the start date of the new policy. And it had told Mr G that he would need to let them know if his answers to any of the medical questions changed. Had Mr G called THIS, it would have advised him not to switch as the new insurer wouldn't provide cover for any planned treatment. Unhappy, Mr G referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think THIS had done anything wrong as Mr G hadn't told it that he was planning on seeing his consultant and it had also made it clear that he should report any changes to his answers to THIS otherwise his cover may be affected.

Mr G disagreed and said his new insurer told him it never would have covered his pre-existing condition and so he thinks the policy was mis-sold.

The case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. And largely for the same reasons as already explained by our investigator.

- The background to this matter is well known to both parties so I won't repeat everything here. Instead, I will focus on what I consider to be key to my conclusions.
- Our investigator has set out the relevant industry rules and guidelines in some detail. In summary, when selling an insurance policy during an advised sale, the seller must ensure the policy is suitable for the customer's needs and should provide clear, fair and not misleading information.
- THIS provided Mr G with details of the new policy including the benefits and limits and it confirmed Mr G's pre-existing conditions would be covered as long as Mr G

had no planned or pending treatment or investigations.

- THIS sent a medical questionnaire to Mr G with 4 questions and confirmed Mr G should contact THIS if any answers to the questions changed between now and the start date of the policy. This is highlighted in red and confirms any changes to the answers can have an impact on the terms.
- Mr G answered 'no' to all the medical questions and then a few days later arranged a consultation for surgery. But he didn't inform THIS about his consultation.
- The policy changed over to the new insurer and Mr G made a claim, but this was declined because Mr G had a consultation with his specialist before the start date of the policy. Mr G has provided a letter from his new insurer which confirms that the claim was declined due to planned treatment. He says the new insurer said it would never have covered his condition but that isn't what the letter says. The letter confirms the condition wouldn't be covered due to the planned procedure. And pre-existing conditions would be covered as long as Mr G had been claim-free for at least one year. So, I am satisfied that THIS correctly confirmed his condition was covered as he had been claim-free for one year at the time of the sale.
- Mr G booked a consultation days after the sale and so THIS weren't aware that he had done this. I can't hold THIS responsible. If Mr G had called THIS, it would have advised him to stay with his previous insurer.
- I am satisfied that the policy was suitable for Mr G based on the information he provided to THIS as recorded in the paperwork. So, I don't agree that the policy was mis-sold. Furthermore, THIS made it clear that Mr G should contact them if his answers changed, including the question about whether he had any planned or pending investigations, treatment or surgery for any condition. So, whilst I'm sorry to disappoint Mr G, I don't think THIS did anything wrong.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 25 April 2024.

Shamaila Hussain
Ombudsman