

The complaint

Ms S complains that Right to Health LIMITED ('RTHL') mis-sold her a private medical insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

RTHL gave Ms S advice when she took out the private medical insurance policy. The relevant rules and industry guidelines say that RTHL therefore had a responsibility to ensure that the policy was suitable for her demands and needs. And they needed to ensure that she had enough information to decide if the policy was right for her.

I'm not upholding this complaint because:

- I'm satisfied that RTHL recommended a policy which was suitable for Ms S's demands and needs. Although Ms S did have a pre-existing condition the evidence I've seen demonstrates that this wasn't a condition which RTHL needed to declare to Ms S' new insurer. So, I don't think the presence of a pre-existing condition meant Ms S couldn't benefit from cover under the policy.
- Ms S wanted to make a claim on the policy for the pre-existing condition but ultimately decided not to pursue the claim and cancelled the policy. So, there's no evidence to suggest that ultimately the claim would have been declined. There was no indication that the insurer was intending to decline the claim. Rather, the insurer was assessing the claim in line with the policy terms.
- I don't think there's evidence Ms S lost out on cover by switching from one insurer to another in the circumstances of this case. I appreciate that Ms S feels that she wasn't covered by her new insurer and her former insurer would have covered her. However, the cover arranged by RTHL factored this in as the moratorium period didn't restart when the cover with the new insurer started. Therefore, I'm not persuaded that the recommendation to take out the new policy caused Ms S any detriment.
- I don't think that RTHL needed to point out to Ms S during the sales process that her insurer may need information from her GP or that her GP may charge her for a report. And, in any event, information about the claims process is contained within the policy documentation. RTHL also isn't responsible for the fee charged by the GP. I think they fairly suggested this was something Ms S would need to address with her GP. So, I don't think RTHL has done anything wrong in relation to the GP fee.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 8 January 2025.

Anna Wilshaw
Ombudsman