

The complaint

Ms R is unhappy with the service she received from Howden Employee Benefits & Wellbeing Limited trading as Howden Life & Health when she tried to take out a new 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.

The relevant rules and industry guidelines say that Howden has a responsibility to give Ms R information that is clear, fair and not misleading when selling a policy to her.

Howden accepts that's not what happened and that Ms R's application shouldn't have proceeded as she already had a policy with the insurer. So, she wasn't able to 'switch' to a policy with the same insurer. Howden has apologised, negotiated with the insurer on Ms R's behalf to obtain a policy at the price she was originally quoted and offered £150 compensation. The key issue for me to decide is whether that's enough to put things right.

I'm satisfied it is because:

- Ms R's application should never have proceeded because she was an existing customer of the insurer. So, she was never entitled to the policy she was quoted for and for which her application was made.
- I don't think it's central to the outcome of the complaint whether the application was accepted and/or the original policy was inceptioned. The fact remains that, as an existing customer, Ms R wasn't entitled to it. Ms R's representations on that point therefore haven't changed my thoughts about the overall outcome of the complaint.
- I'm not persuaded Ms R was deceived by Howden in the way she's suggested. Nor do I think that this was an intentional practice. I've found Howden's explanation of the circumstances which led to the error to be adequate. They've accepted that the service Ms R received wasn't acceptable and, in my view, have given a reasonable explanation as to how and why this occurred. Whilst I appreciate that Ms R takes a different view, I hope it reassures her to know that someone independent has reviewed her concerns.
- In any event I'm satisfied that Howden took adequate steps to put things right for Ms R when the mistake was realised. They contacted the insurer and negotiated a price for the same policy at the original price quoted (even though that price shouldn't have been available).

- Based on the evidence that's available to me I think the policy Ms R ultimately obtained was a different product with different benefits. I think Howden has provided persuasive evidence to support that is the case. Therefore, I'm persuaded Ms R ultimately took out a more comprehensive policy which was more expensive.
- As the policy is different to the original policy she was quoted for, I don't think Howden needs to pay the difference between the cost of the two policies. So, on balance, I'm not persuaded by Ms R's representations on this point, and I don't think it's fair and reasonable to direct Howden to cover the difference in cost in the circumstances.
- I think £150 compensation fairly reflects the impact of what went wrong here. Howden acted promptly and proactively when the mistake was discovered. And I think they provided an acceptable resolution within a reasonable timescale. I've also not seen any evidence to suggest, for example, that it had implications on Ms R's ability to access care. So, I don't think Howden needs to do anything more to put things right.

My final decision

Howden Employee Benefits & Wellbeing Limited trading as Howden Life & Health has already made an offer to pay £150 to Ms R to settle the complaint and I think that's fair in all the circumstances.

My final decision is that Employee Benefits & Wellbeing Limited trading as Howden Life & Health should pay £150 to Ms R if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 21 October 2025.

Anna Wilshaw
Ombudsman