

complaint

Mr H complains that Grayside Limited (trading as Grayside Financial Services) transferred him from an individual private medical insurance policy to a group one without his authority.

our initial conclusions

Our adjudicator was satisfied that Mr H *had* requested that he and a colleague were transferred to the company scheme and that Mr H had signed the transfer document.

my final decision

I've only included a brief summary but 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, and although I am aware that Mr H will be disappointed by my decision, I don't uphold his complaint.

Mr H was a director of a company that held a group private medical insurance policy. In February 2014 he asked Grayside to transfer his ex-wife from his individual policy to the group one. Grayside's agent says that then in March 2014 he received a call from Mr H asking him to switch both Mr H and his colleague over to the group scheme. There is no record of this call but I understand Grayside's agent went to Mr H's office in March 2014. Applications for the switch to be carried out were completed and signed at this time. Grayside then actioned the switch and a certificate of cover and plan documentation was sent to Mr H in April 2014. As Mr H strongly refutes that this request was ever made I would have expected him to query this with Grayside when he received the group policy documentation. But there is no evidence that he did so. Rather, in September 2014, Mr H called the agent advising that he wished to switch back. He followed this up with an email asking Grayside to reinstate the original individual policies. Grayside had been attending to Mr H's company insurance business for some time – I understand that not all instructions were documented and the usual course of dealing was instruction by phone. There may have been some confusion on this occasion but on the evidence I have seen I don't think that Grayside acted without authority from Mr H.

My final decision is that I don't uphold this complaint. I make no award against Grayside Limited (trading as Grayside Financial Services).

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H either to accept or reject my decision before **15 February 2016**.

Lindsey Woloski

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.