complaint

Mr B on behalf of his company, who I shall call P has complained about the advice he was given by Western Provident Association Limited (WPA) to switch his company's group private medical insurance policy.

background

Mr B met an adviser of WPA at a networking event and following their conversation, Mr B then met with the adviser in September 2015 to discuss his company's needs for a group private medical insurance policy. Mr B's company already had a group private medical insurance policy with another provider, which was shortly due to be renewed. He gave the WPA adviser the details of the renewal to include the scope of the cover he had and its cost.

Mr B said the adviser told him WPA could provide a comparable policy at less cost. So he decided to accept that and completed the online application. WPA then wrote to one of the members of the scheme on 1 October to obtain further information on her application. That member was Mr B's mother. She responded to WPA on 2 October and then WPA provided the registration certificates to all the members, which included any personal medical exclusions applicable to any individual member.

A year later, WPA invited Mr B to renew his company's private medical insurance. Mr B then noticed that his mother had some personal medical exclusions that had been applied when the policy started. So he complained to WPA as he thought the cover it provided was to be the same as he had previously, which didn't include any exclusions for his mother. As a result of changing insurers, Mr B says he's now stuck with WPA, as no other insurer would take on the group policy at a reasonable cost and without any exclusions. WPA didn't think it had done anything wrong, so he brought his complaint to us.

The adjudicator didn't think WPA had done anything wrong but Mr B didn't agree and so his complaint on behalf of his company has been passed to me to decide.

my findings

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'm not upholding this complaint and I'll now explain why.

Mr B said that he wasn't aware when his mother was asked further questions about her medical conditions that that meant WPA were 'fully underwriting' her or that she might be subjected to a 'moratorium' as he's not a medical insurance salesman. He said the whole situation could have been avoided if the WPA adviser had told him from the start that no pre-existing conditions would be covered.

I can appreciate Mr B's position. But Mr B signed the customer needs statement on 24 September 2015, which confirmed the adviser had explained the limitations and exclusions of the policy and about the underwriting choices available. This indicates to me that at least some discussion was had about the possibility of exclusions on a member's cover.

Mr B also completed the online application, which again raises the issue of possible exclusions as it says *'any health information employees provide us with may result in us applying exclusions to the policy.'*

Even if any discussion with the adviser was cursory, I think WPA did enough to tell Mr B that exclusions were a possibility at the time he was applying. WPA notified Mr B's mother that there were limitations to her cover by listing its exclusions on its certificate for her. Mr B said he didn't pay much attention to the documents, which were sent to him about the policy on 15 October to include all the certificates.

If he had, given it was a new policy and he wouldn't have been familiar with it, he would have had the chance then to cancel it having seen how restricted his mother's cover was. The policy provided a cooling off period of 28 days. Therefore I don't think it's WPA's fault Mr B didn't examine the group's new cover at that time.

I note Mr B gave the adviser a cheque in September for payment of the year's premium. But WPA didn't apply that cheque until 19 October. And in any event, the policy was still capable of being cancelled at that time.

my final decision

So for the reasons I've discussed above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B on behalf of his company to accept or reject my decision before 20 April 2017.

Rona Doyle
ombudsman