

## **The complaint**

Mr G complains about the advice he received from Switch Health Ltd (a broker) in relation to his private medical insurance.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, I understand that for some years, Mr G had private medical insurance underwritten by an insurer I'll refer to as V. Switch Health recommended that he renew his private medical insurance with V in 2020. In 2021, Switch Health recommended taking out private medical insurance with another insurer I'll refer to as B. In 2022, Switch Health advised Mr G to switch his private medical insurance to V.

In January 2023, Mr G made a claim against his policy with V for treatment in relation to bilateral knee pain. V declined Mr G's claim and excluded cover for investigations or treatment of both knees, and related conditions. It said that Mr G hadn't told it about previous issues with his knees. The insurer said that if it had known the true position, it would have excluded investigations or treatment of both knees, and related conditions from the outset. Mr G complained about the insurer's decision. Another ombudsman dealt with that complaint and didn't uphold it.

In relation to Switch Health, Mr G says that at renewal in September 2022, it knew about his claim in 2020 for treatment in relation to his knees and should have explained the relevance of his previous claim in relation to the questions he was asked at the point of sale. He also complains that at renewal in 2021, Switch Health advised him to change insurer to B and then return to V the following policy year in order to get a lower premium.

In response to Mr G's complaint, Switch Health said that it had a record of Mr G's past claims, but its adviser hadn't reviewed this at the time of Mr G's renewal in 2022. It said that it had found no error in the advice it gave at renewal in 2020 and 2021.

One of our investigators looked at what had happened. She didn't think that Switch Health acted unfairly or unreasonably in relation to the advice it gave at renewal in 2022. And the investigator didn't think that Switch Health advised Mr G to change insurers to B in 2021 in order to obtain a lower premium with V the following year.

The investigator said that Switch Health wasn't required to check for past claims at renewal. She said that in Switch Health's recommendation, it referred to it being based on the information Mr G provided in relation to his medical history, amongst other things.

The investigator said that at renewal in 2020, Switch Health told Mr G that it wouldn't be advisable to change insurers as it would result in an exclusion in relation to treatment for his knees. She said that at renewal in 2021, Switch Health recommended B as the questions it asked didn't require Mr G to disclose the problem with his knees. The investigator didn't think that Switch Health had recommended changing insurer and returning to the original insurer the following year in order to obtain a lower premium.

Mr G didn't agree with the investigator. He said that Switch Health was fully aware of his medical history and misadvised him or failed to look at its records. Mr G said that it's too simplistic to say that he should understand every nuance in the insurer's terms and conditions. He said that Switch Health assisted in preparing the application to the insurer.

As there was no agreement between the parties, the complaint was passed to me to decide.

### **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.

I don't uphold Mr G's complaint because I don't think that Switch Health acted unfairly or unreasonably. I say that because:

- Switch Health gave Mr G advice about his private medical insurance, so it was obliged to make sure that its recommendations were suitable for his demands and needs.
- During the 2022 sale, Switch Health asked questions set by V. The question central to this complaint was:  
    *"In the last three years have you had any treatments or investigations for any of the following [...] back, neck, joint or spinal problems"*  
I think that question was clear. Mr G answered "no" to that question. That wasn't in fact correct as in 2020, Mr G made a claim in relation to treatment for knee pain.
- It's not in dispute that at the time of renewal in 2022, Switch Health knew about Mr G's claim in 2020. However, on balance, I don't think Switch Health was obliged to search its records to establish whether Mr G had made an error in answering the question I've outlined above. I think that it was entitled to rely on what Mr G said about his treatment and investigations in the previous three years when completing the questions at renewal.
- I think Switch Health was entitled to rely on the information that Mr G gave them. And it was his responsibility to ensure the answers to the questions were factually correct. If he wasn't sure about the dates he'd had treatment, I'd have expected him to let Switch Health know.
- Mr G complains that in 2021, Switch Health advised him to switch to B in order to obtain a lower premium with V at renewal in 2022. In one of the sales calls in 2021, Switch Health said that if Mr G was to return to V in 2022, there could be a saving. The adviser referred to "*switch and save*". I don't think that Switch Health was at fault in saying that. And it's clear from what I've seen that wasn't the sole reason why Switch Health recommended a policy with B in 2021.
- I am sorry to disappoint Mr G, but I don't think that Switch Health has acted unfairly or unreasonably in this case.

### **My final decision**

My final decision is that 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 2 November 2023.

Louise Povey  
**Ombudsman**