

## **The complaint**

Mrs J and Mr M complain that Assured Futures Limited mis-sold them a personal private medical policy.

As Mrs J brought the complaint to us, I've referred mainly to her.

## **What happened**

In October 2020, Mrs J took out a private medical insurance policy, which was sold by Assured Futures. The policy was underwritten by an insurer I'll call E.

Subsequently, ahead of renewal in October 2021, Mrs J spoke with Assured Futures to discuss her cover options. During the calls, the adviser recommended that Mrs J should switch her policy with E to a new policy with an insurer I'll call A. Mrs J took out 'Expert Select' cover. This meant that at the point of claim, A would provide Mrs J with a list of approved specialists within a 25-mile radius, who she could then choose from. Mrs J took up Assured Futures' recommendation and began the switch policy with A.

At renewal in October 2022, Mrs J asked A if she could upgrade her hospital list. However, A didn't agree to Mrs J's request, as it said she'd made a claim during the first year of the policy. A suggested to Mrs J that she should complain to Assured Futures about the way it had sold the policy.

So Mrs J complained to Assured Futures. She said that the adviser hadn't told her that she wouldn't be able to upgrade the policy if she made a claim during the first policy year. And she said that not being able to see a specialist of her choice had adversely impacted her. This meant she had to travel to see specialists who were too far from her home.

Assured Futures didn't agree that it had mis-sold the policy to Mrs J and therefore, she asked us to look into her complaint.

Our investigator didn't think Mrs J's complaint should be upheld. She felt Assured Futures had given Mrs J clear information about the cover and she didn't think the policy had been mis-sold.

Mrs J disagreed. She queried whether the investigator had listened to all of the sales calls she'd had with Assured Futures – and in particular, a call where Mrs J had told the adviser she'd need to revert to them about which hospital list to opt for. She reiterated that the complaint was about the mis-sale of the policy by Assured Futures.

The complaint's been 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.

Having done so, whilst I'm very sorry to disappoint Mrs J and Mr M, I don't think Assured

Futures mis-sold this policy to them and I'll explain why.

It's common ground that Assured Futures advised Mrs J to switch her policy from E to the new policy with A. That means it needed to ensure the policy was suitable for Mrs J. And it also needed to give Mrs J enough clear, fair and not misleading information about the policy so she could decide if it was right for her.

I've listened to the calls which took place between Mrs J and Assured Futures during September and October 2021, ahead of the switch taking place. Assured Futures carried out a 'fact-find' to establish Mrs J's demands and needs, as I'd expect it to do. It seems to me that policy price was an important factor to Mrs J and the switch was initially recommended due to A's policy being priced lower than E's. Assured Futures discussed Mrs J's (and Mr M's) existing medical conditions and queried whether there'd been any changes since the previous policy year. Given Mrs J's existing moratorium and medical history, I think it was reasonable and appropriate for Assured Futures to recommend a switch policy to her.

During the calls, the different hospital list options were discussed in some depth. It's clear Mrs J was considering whether to opt for the Key Hospital or Expert Select list. In my view, the adviser clearly explained how both options would work and the differences between them. I think Mrs J appeared to understand the adviser's explanations and that if she chose the Expert Select; A would provide her with a choice of around three-four specialists within a 25-mile radius. Mrs J and the adviser talked about Mrs J potentially visiting London-based hospitals off-list and the opportunity for Mrs J to self-fund off-list hospital visits. The adviser set out the list of local hospitals which were covered under the Expert Selection option – which included hospitals in a town Mrs J had expressed a preference for. And the adviser also made it clear that they couldn't guarantee that Mrs J would be able to use the hospitals she wanted. Mrs J indicated that she was happy with the cheaper premium policy – the Expert Select option.

I appreciate that the adviser didn't *explicitly* tell Mrs J that she wouldn't be able to upgrade the policy if she made a claim within the first year. I've considered this carefully. It's important I make it clear that this wasn't Assured Futures' decision – it was A's decision not to allow Mrs J to upgrade the policy. And the policy terms made it clear that if a policyholder wishes to upgrade their policy, A will review certain considerations, including claims, when deciding whether or not to agree the upgrade.

At the point of sale, the adviser did check with Mrs J whether she had any specialist appointments planned. Mrs J said she didn't. So I don't think the adviser ought reasonably to have foreseen that Mrs J would make a claim(s) during the first year or wish to upgrade the policy at renewal. Based on the information the adviser had available at the time of sale, I think their recommendation was reasonable and in line with Mrs J's identified wishes and needs.

Assured Futures also had an obligation to send Mrs J information about the policy in good time after the sale. Based on what I've seen, it seems it did. It appears that Mrs J was provided with a policy certificate setting out her cover and a copy of A's policy terms and conditions. So I think Assured Futures met this obligation.

Overall, I sympathise with Mrs J's position, because I appreciate she isn't able to access care at the hospitals she might wish to under her existing policy with A. But I'm not persuaded that the adviser made an unsuitable recommendation based on Mrs J's demands and needs. And I'm satisfied that Assured Futures gave Mrs J enough clear, fair and not misleading information about the policy to allow her to decide whether it was right for her. So it follows that I don't find that Assured Futures mis-sold this policy to Mrs J and Mr M, or that it needs to take any action.

**My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr M to accept or reject my decision before 17 August 2023.

Lisa Barham  
**Ombudsman**