

The complaint

Mr H has complained that HMCA/S Plc ('HMCA') mis-sold a private medical insurance policy to him.

What happened

Mr H bought a private medical insurance policy through HMCA and he authorised his wife to act on his behalf. He transferred from another insurer and said he thought the policy would work in the same way as his previous policy did. He also says his wife wasn't advised that he only had a 14-day cooling off period or that the contract was an annual contract. He believes he did cancel within 14 days of receiving the membership certificate as he didn't receive the post until a long time after HMCA had posted it.

Mr H complained to HMCA but it didn't uphold the complaint. It said Mr H was given all of the information within time and he tried to cancel the policy more than a month after the cooling off period ended. Unhappy, Mr H referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think the policy had been mis-sold. And he didn't think Mr H had requested cancellation within 14 days of the cooling off period.

Mr H disagreed and in summary, said, he didn't receive the membership certificate dated 12 May until the end of May and so he did cancel within the cooling off period.

And so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say in a non-advised sale, HMCA should provide clear and not misleading information so that Mr H can make an informed decision about buying a policy.
- I've carefully considered everything Mr H has said but I won't detail everything here. Instead, my decision will focus on what I consider to be key.
- Mr H says HMCA did not tell his wife during the phone calls before he bought the policy that he only had a 14-day cooling off period and that the contract was for a year. He says this made the policy unsuitable and it was therefore mis-sold.
- I've reviewed the documents provided by HMCA after the initial phone call but before the policy was bought which included the policy information and a product information document. This clearly refers to a 14-day cooling off period and confirms

when Mr H can cancel: “...*the right to cancel within 14 days of receipt of your membership certificate...*”. In addition, this section refers to an ‘annual renewal date’.

- During the call with Mr H’s wife, the adviser did confirm the renewal date would be 12 months after the start date of the policy. Even if the adviser didn’t mention a 14-day cooling off period during the phone calls, I am satisfied that Mr H was provided with clear and not misleading information about the policy.
- Mr H says he didn’t receive the membership certificate dated 12 May until the end of May. However, the letter he received on 12 May was not the membership certificate and does not refer to any enclosures which is what I would expect if that was when the membership certificate was sent. The letter dated 12 May confirms Mr H had sent the confirmation he had been asked to send from his previous provider. The subject is ‘certificate’ which confirms his membership number so I think Mr H is mistaken because of this.
- The certificate has the title ‘membership booklet’ at the top of it and includes Mr H’s date of birth, the certificate number, his date of enrolment, the next renewal date, his name and subscription. This was sent to Mr H on 13 April with the welcome pack and the enclosures referred to in that letter include the membership certificate. Mr H accepts he received the welcome pack in April. And so I am satisfied that he received the membership certificate at some point in April. This would mean his cooling off period would end in the middle of May, at the latest. But Mr H didn’t try to cancel until early June and so I agree with HMCA that he did not cancel within the cooling off period.
- Mr H has also said that he thought the policy would work in the same way as his previous policy. But I don’t think HMCA alluded to this in the sales call. Instead, the information provided to Mr H shows a clear claim guide which sets out the steps that would be needed to make a claim. So I don’t think HMCA misled Mr H in relation to this.
- Additionally, Mr H is unhappy about the way his complaint was dealt with. And says HMCA did not follow its own complaints procedure. Complaints handling isn’t a regulated activity and so I cannot consider a complaint about this.
- Overall, I am satisfied that HMCA provided clear and not misleading information to Mr H and so I don’t agree that the policy was unsuitable or mis-sold.
- Mr H is also unhappy about the insurer but my decision is limited to the actions of the seller only. Any complaint about the insurer would need to be dealt with separately.

My final decision

For the reasons set out above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr H to accept or reject my decision before 27 December 2023.

Shamaila Hussain
Ombudsman