

## **The complaint**

Mr R has complained that Usay Business Limited (Usay) mis-sold a private medical insurance policy to him.

## **What happened**

Mr R spoke to Usay about changing his insurer for his private medical insurance needs. Mr R has complained that Usay didn't explain the policy properly to him and that he was told all scans would be covered. So he complained to Usay.

Usay looked into the complaint but didn't think the advice to recommend the policy Mr R switched to was unsuitable. It also said its adviser had been clear about the level of cover and benefits.

Mr R disagreed and referred his complaint to the Financial Ombudsman Service. Our investigator looked into the complaint but didn't think the policy was unsuitable. So Mr R asked for an Ombudsman's decision.

In summary, Mr R says he wasn't provided with clear information about the policy and specifically about scans and outpatient cover.

So the case has 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, I don't think this complaint should be upheld. I'll explain why.

- When selling an insurance policy during an advised sale, the relevant industry rules and guidelines say a seller should ensure the policy is suitable for the needs of the customer. So this is the test I have applied when reviewing this complaint.
- I've carefully considered everything Mr R has said in detail but in my decision I will focus on what I consider to be key to my conclusions. In this case, I have listened to the sales calls and reviewed the documentation provided to Mr R after the calls. This includes a document called illustration of benefits.
- Having listened to the calls, I am satisfied that the adviser ensured the policy was suitable for Mr R as he checked his medical history and discussed his premiums and excess. He asked about hospitals and discussed outpatient cover. The adviser made it clear that outpatient cover wasn't included and Mr R questioned this and the adviser provided a clear answer to confirm it wasn't covered.
- Mr R says he wasn't aware that all scans weren't included. The adviser referred to being "covered for scans" and "covered for scans in full" and "outpatient scans". But

he went on to specify the exact diagnostic scans and explained that these scans can be expensive.

- I think the illustration of benefits is clear about which scans were covered in full as both in patient benefits and outpatient benefits. The adviser also confirmed CT, PET and MRI scans would be covered in full on specialist referral. I don't think the information given by the adviser was unclear or incorrect as he specified the scans which would be covered.
- I think the policy recommended for Mr R was suitable for his needs and it provided cover for a lower premium. The adviser explained the excess was slightly higher and the cover was also different. So I don't think he provided misleading information or mis-sold the policy.

### **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 R to accept or reject my decision before 27 August 2024.

Shamaila Hussain  
**Ombudsman**