

The complaint

Mr A and Miss B have complained that First Complete Ltd trading as PRIMIS Mortgage Network (PRIMIS) mis-sold them life and critical illness insurance.

What happened

The background to this complaint is well known to the parties so I won't repeat it in full here. In summary Mr A and Miss B purchased life and critical illness insurance through PRIMIS in 2015. Mr A was informed before the purchase by email that the 'Best Doctors' service was available with the policy.

In 2024 Miss B had to undergo medical examinations. When she attempted to use the Best Doctors service in order to get a second opinion, she was advised that it wasn't available to her. Mr A and Miss B complained to PRIMIS. It accepted that they had been given incorrect information regarding the Best Doctors service and offered £150 in compensation.

Unhappy, Mr A and Miss B referred their complaint here. Our investigator didn't recommend that it be upheld, they felt that the offer of compensation was fair.

Mr A and Miss B disagreed. They said that although they hadn't initially requested critical illness or Best Doctors cover, they were advised of the benefit offered by it. They believe that they paid a higher premium for the policy because it had the benefit of this cover. They also said that they wouldn't have gone ahead with the policy without this cover.

As no agreement has been reached the matter has been passed to me to determine.

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, and although I recognise that Mr A and Miss B will be disappointed by my decision, I agree with the conclusion reached by the investigator for the following reasons:

- PRIMIS had a regulatory duty to ensure the suitability of the advice it was giving to customers, who were entitled to rely on its judgement. I've considered the summary of demands and needs sent to Mr A in July 2015 following the sales meeting. This accords with the fact find completed by the PRIMIS adviser at the time of the sale. It showed that life and critical illness cover was required. I'm satisfied that the recommendation for the policy was suitable.
- I can see that two emails were sent to Mr A confirming that the Best Doctors service would be available. This was incorrect, as the insurance provider didn't offer this service until 2016. PRIMIS has accepted this was an error and apologised. It has also offered compensation of £150 for the disappointment experienced when Miss B attempted to use the service and found that she didn't have access to it.

- I'm satisfied that the compensation offered is fair. I say this because this service, Best Doctors, wasn't specifically requested. Nevertheless I can see it was a benefit that Mr A and Miss B were told they would receive. I can see how disappointing it would have been for Miss B to discover this wasn't so, at a time when she wanted to access it for a second medical opinion. But this extra benefit wasn't mentioned anywhere in the documentation sent by the policy provider – which outlined the life and critical illness cover - or in the summary of demands and needs. Mr A and Miss B. And although advised to check the documentation the issue wasn't raised.
- Miss B has said that they wouldn't have gone ahead out without the benefit of critical illness/Best Doctors cover. But, for the avoidance of doubt, they *do* have critical cover, just not Best Doctors. Overall I don't find that the adviser's recommendation was unsuitable, as it accorded with their requirements at the time. The error was just telling Mr A they had Best Doctors cover, on two occasions.
- I haven't disregarded the submission that Mr A and Miss B have said that they paid more for their policy because of the inclusion of Best Doctors cover. I can see why she thought this given the emails the adviser sent. However, I'm not persuaded that is correct as PRIMIS has confirmed that as the cover wasn't included, no extra payment was made for it.
- I recognise that the error on the part of the adviser caused significant distress, but it isn't for this service to punish financial firms for mistakes, rather we seek to address any distress and inconvenience suffered by the consumer. I find that PRIMIS has appropriately apologised and offered compensation for its error. And I note that Mr A and Miss B do have the life and critical illness cover they required. This being so I don't require PRIMIS to do anything further.

My final decision

First Complete Ltd trading as PRIMIS Mortgage Network has offered £150 compensation in resolution of this complaint. My final decision is that is a fair offer. I don't make any further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Miss B to accept or reject my decision before 24 February 2025.

Lindsey Woloski
Ombudsman