

## The complaint

Mr N has complained that ActiveQuote Limited mis-sold him a private medical insurance policy.

## What happened

Mr N bought the policy over the phone in January 2023. When he later made a claim on the policy, the insurer required him to provide a medical report at his own cost. As he wasn't aware of this at the time of buying the policy, he considers it to have been mis-sold.

Our investigator didn't think ActiveQuote had done anything wrong. Mr N disagrees and so the complaint has been passed to me for a 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.

As this was an advised sale, ActiveQuote needed to ensure that the policy was suitable for Mr N's needs. Based on what I know of his circumstances, I consider the policy was suitable.

He had expressed an interest in avoiding long NHS waiting lists. The recommendation of a moratorium policy was appropriate for him as someone who had pre-existing medical conditions, and the policy was affordable.

The evidence about Mr N's circumstances at the time of the sale shows that the policy was not fundamentally wrong or unsuitable for him. He was eligible for the benefits and it provided cover that could have proved useful to him should the insured risks come to fruition.

ActiveQuote also needed to give Mr N sufficient, appropriate and timely information about the policy in a way that was clear, fair and not misleading.

Mr N was told that, due to it being a moratorium policy, if he were to make a claim, the insurer would require a doctor's report.

Mr N was also provided with a copy of the policy terms and conditions and advised to read them. He then had a 14-day cooling off period where he could cancel the policy without penalty if he decided it wasn't right for him.

Looking at the policy terms, under 'General information on claiming', it states:

*'2.4 If you need to make a claim and your Membership Certificate says that your underwriting method is 'Moratorium': before you arrange any consultation or Treatment you must call us and we will send you a pre-treatment form to complete with details of the history of the relevant medical condition including information you will need to get from a GP or Consultant. They may charge you a fee for this which we do not pay. Once we receive all the*

*information we need, we will say whether your proposed Treatment, medical provider, healthcare professional or Treatment facility will be eligible under your cover.'*

I appreciate Mr N thinks that the possibility of him having to pay for medical reports is something that he should have been told verbally. It wouldn't have been possible for ActiveQuote to go through every single clause in the policy. But it did have a duty to draw his attention to and highlight, the main provisions of the policy and significant limitations and exclusions.

A policyholder having to provide doctor's reports at their own expense is a common term in insurance contracts. As such, I'm satisfied that it is not a significant term that ActiveQuote was required to particularly highlight. Overall, I think that the information that it provided, in the way that it did, was clear, fair and not misleading.

He says that the financial adviser he used most recently provided more comprehensive advice. He's also said that his current insurer doesn't require doctor's reports. But even though he feels he received a better service from his new financial adviser, that doesn't necessarily mean that ActiveQuote did anything wrong.

Overall, I'm satisfied that it recommended a policy that was suitable for him and that it provided clear, fair and not misleading information for him to make an informed choice about buying the policy. Therefore, I do not consider that the policy was mis-sold.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 10 March 2025.

Carole Clark  
**Ombudsman**