

The complaint

Mr B has complained that Personal Assistance Plc mis-sold him a hospital and convalescence insurance plan.

What happened

Mr B purchased the plan on 7 December 2023. He says he was led to believe that the convalescence part of the plan would pay out £2,000 per month if he had to recuperate at home following an operation.

Our investigator didn't think the plan had been mis-sold. Mr B 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.

The hospital part of the plan pays out £75 per night, with a double benefit for the first night of a new claim. The convalescent part of the plan pays out £10 per day.

Mr B made a claim for hospital treatment in February 2025 and his subsequent convalescent period at home. He received £375 for his time in hospital, which he is not disputing. It is the benefit paid out for convalescence that he is unhappy with. He received £210 for 21 days, whereas he was expecting to receive £2,000 per month for up to three months.

Fortunately, Personal Assistance Plc had retained a recording of the sales presentation given to Mr B, which I've been able to listen to.

This was clearly a non-advised sale, meaning that Personal Assistance Plc didn't have to ensure that the policy was suitable for Mr B's individual needs. However, it did need to provide sufficient information for him to make an informed choice about whether or not the policy was right for him.

Mr B's recollection of the sale is that he was given two options. One was £1,000 per month, which was too low to cover his bills, and the other was for £2,000 per month. He says he agreed to the option with £2,000 cover per month but was instead set up for £10 per day, which he says he would never have agreed to.

Listening to the sales presentation, there is no mention at all of £1,000 per month. There's a reference to £2,250 per month towards the beginning, but that's in relation to the hospital plan where the benefit is £75 per night. So, if someone was in hospital for 30 nights they could potentially receive £2,250, subject to the remaining terms and conditions of the policy.

The hospital plan is covered off within the first five minutes of the presentation, with Mr B opting for a benefit of £75 per night. The sales executive then goes on to talk about the convalescence plan.

Mr B asks how long it would pay out for and would it be until he was 65 or 70 years old. He's told that it works on an accumulation system, up to a maximum of 91 days. So, he'd get an immediate seven days of cover upon taking out the policy. The benefit level would then build up over time. So for every six months where he didn't make a claim, his benefit level would go up by seven days, up to a maximum of 91 days.

The sales executive tries to make it clearer by saying to Mr B that if he went into hospital now for his pre-existing knee condition, he'd get seven days of cover for that. And if he went into hospital in 18 months' time, he'd have 28 days of cover. So, it all depends on how long you've been claim free for, depending on how many days you've accumulated. He asks Mr B if that makes sense, to which he replies 'yeah'.

The level of cover is then discussed, with it being explained that the least is £10 per day and the most is £75 per day, and Mr B is given some different quotes.

At around 11 minutes into the presentation, Mr B says: *So, I'll still get the £2,000, whatever a month, convalescent?* to which the executive answers: *'No, no, no. So it would break down differently, I'll show you.'* There is again a mention of £2,250 per month but that relates to the option for cover of £75 per day. At around 15 minutes into the presentation, Mr B confirms that he is happy with the benefit being £10 a day. So, although Mr B says that the £10 per day was never mentioned to him, that is not the case.

The presentation ends with Mr B being asked to listen to a recorded statement. The statement provides the cancellation rights which were that Mr B could cancel the plan within 30 days of receiving the welcome pack to receive a full refund of any premiums paid.

Mr B appears to have focused on the mention of £2,250 per month and 91 days benefit whilst disregarding the wider context of the conversation in which they were set. Having listened to the sales presentation, I'm satisfied that Mr B chose the convalescent benefit of £10 per day. I think it was made clear that was the case. I also think it was made clear that the 91 days was a maximum amount and that the executive adequately explained that by giving an example of if Mr B claimed in 18 months' time, he'd only get 28 days cover.

I appreciate that Mr B says he didn't receive the policy documents at the time because his email address had been recorded incorrectly. However, I'm not persuaded that made a difference. He made his decision to buy the policy based on what he was told during the meeting. He's said himself that he didn't ask for the documents at the time because he assumed everything was proceeding as he was told. And I'm satisfied that he was given sufficient information during the meeting. So, receiving the policy documents wouldn't have changed anything. It's unlikely he would have read them in full, as he'd relied on what he'd been told. And if he did read them, they would just have reinforced what he had already been told.

I've thought very carefully about what Mr B has said and about how, if he did misunderstand things, then that was because the sales executive didn't make himself clear enough. However, as set out above, I'm satisfied that the executive did provide sufficient information and that this was done in a way that was clear, fair and not misleading.

I have a great deal of sympathy for Mr B's situation. As far as I'm aware, he is still off work and struggling financially as a result. However, the matter at hand is whether Personal Assistance Plc has done anything wrong – and I'm unable to conclude that it has. Overall, I'm satisfied that the policy was not mis-sold and so it follows that I do not uphold the complaint.

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 B to accept or reject my decision before 22 July 2025.

Carole Clark
Ombudsman