

## The complaint

Mr D complains that Howden Employee Benefits & Wellbeing Limited ('Howden') mis-sold him a private medical insurance policy.

Mr D's policy was sold to him via his representative, and this complaint has also been brought to us by his representative. All references to Mr D include his representative where relevant.

## What happened

Mr D was sold a private medical insurance policy by Howden over the telephone.

Mr D says he subsequently found out his policy didn't cover certain pre-existing medical conditions, so he cancelled the cover and complained to Howden. Howden said it had explained several times during the sales calls that certain pre-existing medical conditions weren't covered.

Unhappy, Mr D brought the matter to the attention of our Service.

One of our Investigators looked into what had happened and said she didn't think Howden had acted unfairly or unreasonably in the circumstances. Mr D didn't agree with our Investigator's opinion, so the complaint was referred to me. I made my provisional decision about Mr D's complaint earlier this month. In it, I said:

*'The Financial Ombudsman Service can only consider a complaint about one regulated financial business under each complaint reference number. Mr D's primary complaint when contacting our Service was that Howden mis-sold this policy and should therefore refund the premiums he'd paid. If Mr D also wishes to pursue a complaint about the private medical insurer's actions, then he should let our Investigator know so a separate complaint can be set up under a different complaint reference number.'*

*This was an advised sale during which Howden recommended the policy to Mr D. Under industry rules set out by the regulator (the Financial Conduct Authority), this means Howden needed to take reasonable care to ensure the policy was suitable for Mr D. Howden also needed to provide Mr D with information about the policy that was clear, fair and not misleading. I've also taken into account other relevant industry rules when making this provisional decision.*

*Private medical insurance policies like this one are generally designed to cover unforeseen events. An insurer, when providing a policy like this, won't generally wish to accept the risk of providing cover for investigations into or treatment of illnesses or injuries which the policyholder is already aware of. This isn't unfair or unreasonable, it's simply how most individual private medical insurance policies work.*

*This policy operates on a moratorium basis. This means the following are excluded from cover:*

*'...all conditions that you have experienced symptoms of or received advice, treatment, medication, a consultation or a check-up for in the past 5 years.'*

*The terms of the moratorium go on to say:*

*'If you manage to go 2 years symptom, advice, treatment, medication, consultation and check-up free of those conditions following the start of your new policy; those pre-existing conditions will then be automatically covered.'*

*I've listened to the calls which took place between Mr D and Howden when this policy was sold. I'm satisfied Howden very clearly explained the terms of the policy moratorium to Mr D on more than one occasion. Howden also very clearly explained this meant that any claims relating to a previous accident Mr D had wouldn't be covered, and Mr D confirmed his understanding of this to Howden.*

*So, I'm satisfied Howden provided information to Mr D which was clear, fair and not misleading, in line with its regulatory obligations.*

*I'm also satisfied that Howden took reasonable care to ensure this policy was suitable for Mr D. Howden explained why it was recommending this policy instead of a fully medically underwritten one and I think the reasons Howden gave Mr D for doing so were fair and reasonable in the circumstances. Mr D could have made a valid claim under this policy for medical conditions other than pre-existing ones, had such a condition arisen. So, I don't think this policy was unsuitable for Mr D.*

*No insurance policy covers all eventualities and the description of a policy as 'comprehensive' doesn't mean that every situation is covered. For the avoidance of doubt, I don't think Howden's description of this policy as 'comprehensive' means the policy was mis-sold. The policy provided a more comprehensive level of cover than others which Howden said were available on the market.*

*Howden made Mr D aware of the 14-day cooling off period for this policy several times. I understand Mr D said he was abroad during this time, but Mr D was aware he was due to travel and had the option of receiving the policy documentation by email but instead chose to receive these by post. I'm satisfied Mr D was aware of his regulatory right to cancel the policy, but he didn't cancel the policy during the cooling off period, and it wouldn't be fair or reasonable to direct Howden to refund the premiums paid in these circumstances. Mr D isn't entitled to a refund simply because he changed his mind about the policy after the cooling off period expired.*

*The fact that Mr D didn't expect to have to complete lengthy forms doesn't mean the policy was mis-sold. This isn't necessarily an unusual requirement when making a private medical insurance claim and I don't think Howden needed to tell Mr D how long the forms were when he was buying the policy. Howden told Mr D during the sales call that pre-authorisation forms would likely need to be completed by an NHS GP.*

*I appreciate Mr D may be more familiar with medical insurance offered in other countries which operate differently to this one, but I don't think Howden acted unfairly or unreasonably in the circumstances, and I don't think Howden's advisor was pushy. It was ultimately Mr D's choice to go ahead and buy the policy, and I'm satisfied Howden did everything it needed to.*

*If Mr D now says his representative had no authority to make decisions about the policy on his behalf, then this is something Mr D would need to take up with his representative directly – it's not something I can fairly hold Howden responsible for. The Financial Ombudsman Service is an informal alternative to the civil courts, but this doesn't mean we are bound to*

*find in Mr D's favour. Our role is to reach an independent and impartial outcome which is fair and reasonable to both parties in the circumstances. If Mr D wishes to take legal action against Howden, then it's open to him to do so.*

*I'm sorry to disappoint Mr D but I don't currently think this policy was mis-sold so I don't intend to direct Howden to do anything more.'*

Howden acknowledged receipt of my provisional decision. Mr D, by way of response, reiterated that the policy wasn't used and that he was abroad during the 14-day cooling off period. Mr D also reiterated his comments about the length of the forms needed to make a claim, which he says Howden didn't explain. Finally, Mr D said Howden didn't take language abilities into account.

### **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.

I've carefully thought about the comments Mr D has made in response to my provisional decision and I'm sorry he's unhappy, but I won't be changing my findings.

Mr D had the benefit of cover under the policy during the time it was in force, regardless of whether any successful claims were made. Howden was carrying the risk of a claim being made, even if Mr D considers that he never used any of its services, so it wouldn't be fair or reasonable to require Howden to return the premiums on this basis. I don't doubt that Mr D was abroad during the 14-day cooling off period, but my provisional decision explained why I don't think this is a fair basis for a refund of the premiums either. And I've already addressed Mr D's submissions regarding the length of any claim forms and the authority of his representative in my provisional decision.

Howden was speaking to Mr D's representative in English and there was no suggestion from Mr D's representative that translation services were necessary or would be helpful. In these circumstances. I don't think there was any obligation on Howden to do anything more.

For these reasons, as well as those set out in my provisional decision, I don't think this policy was mis-sold.

### **My final decision**

My final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 14 November 2025.

Leah Nagle  
**Ombudsman**