

## **The complaint**

Mr and Mrs R complain that Insured Health Ltd mis-sold them a private medical insurance policy.

## **What happened**

Mr and Mrs R bought a private medical insurance policy from Insured Health in 2024, to replace their existing insurance.

Mr and Mrs R subsequently made a claim under the policy for NHS cash benefit, but the underwriter paid only part of the amount they were expecting. Mr and Mrs R complained to Insured Health that the policy had been mis-sold to them, before bringing the matter to the attention of our Service.

One of our Investigators looked into what had happened and said he didn't think Insured Health had acted unfairly or unreasonably in the circumstances. Mr and Mrs R didn't agree, so the complaint has been referred to me to make a decision as the final stage in our process.

## **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.

When making this final decision I can only consider the regulated activities which Insured Health is responsible for, and that is the sale of the policy to Mr and Mrs R. Insured Health wasn't responsible for sending a copy of the policy terms and conditions to Mr and Mrs R in this case – the underwriter was. I can't comment on the underwriter's actions within this final decision. I already made a decision about the underwriter's actions under a different complaint reference number and a copy of the letter which the underwriter says was sent to Mrs R enclosing the policy terms and conditions was attached to that decision.

This was an advised sale by Insured Health. So, under industry rules set out by the regulator, Insured Health needed to provide information to Mr and Mrs R which was clear, fair and not misleading and recommend a policy which was suitable for Mr and Mrs R's demands and needs at the time. Based on the information I've seen, I'm satisfied Insured Health did this.

Insured Health sent a quotation summary, statement of demands and needs and key facts document to Mr and Mrs R. Insured Health didn't create the content of the key facts document – the policy underwriter did. And, as I've already explained, it wasn't up to Insured Health to send the full policy terms and conditions to Mr and Mrs R in these circumstances, even if the sale involved a switch in insurance policies.

I don't think Insured Health needed to specifically highlight to Mr and Mrs R that there were limitations in the policy surrounding the payment of NHS cash benefit. And, even if I thought Insured Health did need to highlight such limitations when selling the policy, I'm not

persuaded it's likely this would have influenced Mr and Mrs R's decision to buy the insurance. Furthermore, I don't think it's likely that Mr and Mrs R could have obtained the level of NHS cash benefit cover they were seeking under an alternative policy (including their original policy) anyway.

I'm sorry to disappoint Mr and Mrs R but I'm satisfied Insured Health didn't mis-sell this insurance, or act unfairly or unreasonably in the circumstances, so I won't be directing it to do anything further.

### **My final decision**

My final decision is that I don't uphold Mr and Mrs R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 5 February 2026.

Leah Nagle  
**Ombudsman**