

## **The complaint**

Ms T has complained that Best Risk Management & Financial Service Limited ('Best') mis-sold a policy to her.

## **What happened**

Ms T had a policy with Best. She wanted to amend her cover as her policy only covered part of her mortgage payments so she called to enquire about cover for her full mortgage and other outgoings.

A new policy was put in place which started in 2024.

Following a claim which was declined as a result of Ms T's pre-existing conditions, Ms T raised a complaint. She said she didn't ask for a new policy, she asked for her cover to be increased - and so she said her policy had been mis-sold. She said that had she kept her old policy and increased her cover, her claim would have been accepted.

Unhappy with Best's response to her complaint, Ms T referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think the policy had been mis-sold.

Ms T disagreed and so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

The policy was sold on a non-advised basis. This means the seller had to ensure that the information provided to Ms T was clear, fair and not misleading.

During the phone calls between Ms T and Best, she made her requirements clear. She confirmed that the policy she currently had didn't provide her with the cover she needed as it didn't cover her full mortgage or any of her other financial commitments.

She bought a new policy which started in 2024 and this would provide £900 of benefit per month for an eligible claim, approximately three times more benefit than her original policy.

Ms T says she wasn't aware that she was getting a new policy and simply thought she was increasing her benefit amount on the old policy. However, she was told that the cover on her original policy couldn't be increased. So a new policy was set up.

I've reviewed the paperwork which was sent to Ms T and it's clear that this was a new policy. However, even if I accept that Ms T wasn't aware, I don't think Ms T would have done anything differently as she was looking for increased cover to cover her income needs and

not just mortgage protection cover. By her own admission, the mortgage policy wasn't enough to cover her mortgage needs so I think she would have agreed to a new policy if she was explicitly told that a new policy was being put into place.

Based on Ms T's needs and circumstances, I think the policy that was sold to her was done so with clear, fair and not misleading information and that she had enough information to decide whether it was suitable for her needs. She was asked about pre-existing conditions and she confirmed she didn't have any. So I don't think the policy was mis-sold.

I'm sorry to disappoint Ms T but I don't think Best has done anything wrong.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 9 April 2025.

Shamaila Hussain  
**Ombudsman**