DRN-5760187

The complaint

A and the estate of Ms V have complained that Quilter Mortgage Planning Limited gave Ms V poor advice and mis-sold her a life insurance policy – which resulted in a loss when she passed away.

A is a company which was run by Ms V alongside her partner, Mr A and which paid for the policies in issue.

What happened

Mr A and Ms V bought life insurance cover in 2019. In spring 2023, they received advice that it would be beneficial for the policies to be paid for by A. So they contacted Quilter about this and to review the level of cover they each had.

Quilter undertook a fact find, following which they recommended Ms V take out a new policy with the same insurer. Quilter completed the application using information provided by Ms V.

Very shortly after the policy started, Ms V was diagnosed with cancer. She sadly died in early 2024.

Mr A made a claim on the policy. But the insurer declined it because Ms V hadn't advised them that, the day after she applied for the policy and before it started, she'd consulted her GP about weight loss and had been referred for tests, which had led to her cancer diagnosis.

Mr A complained to Quilter that Ms V had told them about a bad back and about period pains and Quilter had said she didn't need to disclose these. And he said she'd not understood that the 2023 policy was a new one, as opposed to be a continuation of the 2019 policy.

Quilter didn't uphold the complaint. They said their adviser had passed on the information he'd received to the insurer. And that there was no indication Ms V had been advised cover was continuous – on the contrary, he'd advised this was a new policy.

Mr A didn't accept Quilter's response and he and Ms V's executors brought the complaint to the Financial Ombudsman Service on behalf of A and Ms V's estate.

Our investigator reviewed the available information and concluded Quilter didn't need to do any more to resolve it. He said that Quilter's advice was reasonable on the date it was given because, at that point, Ms V didn't know her GP would refer her for tests. But he found no evidence that, when she was referred, she told either Quilter or the insurer about this. So Quilter had no opportunity to revise their advice in light of the changed position.

A and Ms V's executors didn't agree with the investigator's view. So I've been asked to make 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.

Having done that, I'm not upholding this complaint. I know this isn't the outcome Mr A in particular was hoping for and I'm sorry about that. I hope it will help if I explain the reasons for my decision.

As our investigator explained, I can't comment on the fact the claim was declined because Ms V failed to provide accurate information, because that is a decision only the insurer can make. What I can look at whether Quilter made the misrepresentation on Ms V's behalf. And, like our investigator, I think it's the key issue here. So that's what I'm going to focus on.

I understand the insurer said Ms V should have answered two questions differently. These said:

"Apart from anything you've already told us about within the last 2 years have you:

• Had, or been advised to have, any medical investigations (even if you didn't attend, or haven't attended yet)? This includes a blood test, biopsy, Ultrasound, x-ray, CT, MRI, other scan, or a scope (internal camera).

Apart from anything you've already told us about:

• In the last three months have you had any of these symptoms, even if you have not consulted a doctor?

- *o Unexplained weight loss,*
- *o A lump, growth or cyst,*
- *o Bleeding from the bowels or change in bowel habit,*
- *o Blood in your urine,*
- *o A persistent cough lasting more than three weeks,*
- *o A mole or skin blemish which has changed."*

The timeline is crucial here. Ms V's application was completed on 4 April. Both these questions were answered "no". The policy was scheduled to start on 6 April.

On 4 April, those answers were accurate. But, on the following day (5 April), Ms V consulted her GP. She discussed recent weight loss and her GP referred her for tests. That meant that, by the time the policy started, her answers to the questions above were no longer accurate.

The insurer sent Ms V the policy documentation with a covering letter, which said:

"Please check your policy schedule and let us know if anything's incorrect within 14 days from the date of this letter.

It's important you let us know if there've been any changes to any of the health and lifestyle information already given to us, between submitting the application and when we confirm your cover will start. Any changes could result in an amendment or cancellation of the policy, or we may not pay a claim."

I'm satisfied Ms V got this letter, as she noted her date of birth was wrong and contacted Quilter to correct it. But I've seen no evidence she offered Quilter any information about the appointment on 5 April or the tests that followed it.

It was on this basis that the insurer declined the claim following Ms V's death. And, while I understand why Mr A says Ms V followed Quilter's advice not to disclose her medical conditions, I can't see they were aware of anything other than the back issues and period pains. So, while I sympathise with the position Mr A and his family are now in, I don't think Quilter are responsible for that. And I don't think they need to do any more to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding the complaint made about Quilter Mortgage Planning Limited by A and the estate of the late Ms V.

Under the rules of the Financial Ombudsman Service, I'm required to ask A and the estate of Ms V to accept or reject my decision before 2 October 2025.

Helen Stacey
Ombudsman