

The complaint

Mrs K's complained – in her capacity as administrator of her late husband, Mr K's estate – that Smart Choice Financial Services Ltd mis-sold the late Mr K a life insurance policy.

What happened

In summer 2021, Mr K consulted Smart Choice about buying life and critical illness cover. Smart Choice assessed his needs and assisted Mr K in completing an application with an insurer I'll call G.

Mr K sadly died in mid-2024. So Mrs K, as the administrator of his estate, submitted a claim to G. G declined the claim because they said Mr K hadn't disclosed he'd suffered from raised blood pressure prior to the application. Nor had he told them he'd been referred for an ECG, 24-hour blood pressure monitoring and blood tests. So they also cancelled Mr K's policy and refunded the premiums he'd paid. Smart Choice assisted Mrs K in complaining to G. G didn't change their decision.

Mrs K then complained to Smart Choice that Mr K had disclosed to their adviser he'd had raised blood pressure in 2018, but the adviser didn't include that information in the application. So she said Smart Choice were responsible for the estate's claim being declined.

In their response to the complaint, Smart Choice said that Mr K was sent his application details – including the answers given to his medical questionnaire – and had confirmed the information provided was correct. And they said Mr K hadn't disclosed any issues about his blood pressure to the adviser. He'd told the agent his blood pressure had been checked when visiting his GP for other reasons and was normal. And they said that Mrs K had told them throughout the time they were assisting her with the estate's complaint to G that neither she nor Mr K had been aware he had any health issues.

Mrs K wasn't satisfied with Smart Choice's response and brought the estate's complaint to the Financial Ombudsman Service. Our investigator reviewed the information provided by both parties and concluded Smart Choice didn't need to do any more to resolve it. They said the only evidence that Mr K had disclosed an issue with his blood pressure to the adviser was in 2022 – after he'd bought the policy from G. And they noted Mrs K's firm testimony during the complaint to G that Mr K hadn't known there was an issue to disclose.

Mrs K said the estate didn't agree with the investigator's view. She said that, as a broker, Smart Choice had a responsibility to make sure that relevant information was passed to the insurer. And she said that Mr K had measured his blood pressure in the adviser's presence when they met to complete the application – so she would have known that it should have been disclosed.

The complaint's now been passed to me to make 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 that, I'm not upholding the estate's complaint. I'll explain why.

It's clear Mrs K feels very strongly that Smart Choice are responsible for the fact G declined the estate's claim. But before I can say they should do more to resolve the estate's complaint, I need to be satisfied that they've done something wrong – and that what they did had a negative impact on the estate. I'm not satisfied on either of these points.

Mrs K says Smart Choice had information that Mr K had had raised blood pressure at the time of the application and didn't include this in the forms. Smart Choice say that, when asked, Mr K said that his blood pressure was normal when measured. I've thought very carefully about this.

Mrs K has said that brokers have a duty to use reasonable care and skill in advising customers. I agree. But I don't think it's reasonable to suggest that a broker shouldn't rely on the health information provided by their customer. Only the customer has that information. Smart Choice have provided consistent testimony that Mr K didn't disclose any raised blood pressure at the time of the application. That was also Mrs K's testimony when she complained to G. She now says something different. And she specifically mentions that Mr K took a blood pressure reading in the presence of the adviser when the application was completed.

It would be extremely unusual for an adviser to take blood pressure readings. They're not medical professionals so I wouldn't expect them to be able to decide if a particular reading equated to "raised" blood pressure. So I asked our investigator to get more information.

Mrs K has said she can't recall who suggested taking a blood pressure reading. But it was her and Mr K's understanding that Smart Choice needed this.

Smart Choice have said the adviser was aware Mr K owned a blood pressure monitor which he showed her. She didn't remember whether a reading was taken. But she does recall Mr K being keen to show he was healthy. And she recalls a conversation about his blood pressure being checked during a hospital visit, when it was normal.

I've weighed what both parties have said and, on balance, I'm more persuaded by what Smart Choice's testimony. That has been consistent throughout the complaint and in line with what I'd expect a broker to have done. I see no purpose in them taking a blood pressure reading when the application didn't call for it. Nor am I persuaded that, without medical knowledge, it would have assisted them in advising Mr K. I am persuaded that they advised Mr K to check the answers he gave about his own health were accurate. I can't say they were responsible if Mr K didn't provide that information.

And, even if I could say that, I could only say Smart Choice should do something different if I were satisfied that what they'd done had impacted negatively on Mr K. That's not the case here.

When we assess impact, we look at what would have happened if nothing had gone wrong. In this case, that would mean Mr K had disclosed his raised blood pressure and other medical issues identified by G in their assessment of the estate's claim. G's letter to Mrs K declining the claim makes clear that, if they'd known about those issues, they wouldn't have offered Mr K cover. That means the estate would always have been in the position it is now.

I know this isn't the outcome Mrs K was hoping for. But, for the reasons I've explained, I don't think Smart Choice need to do any more to resolve the estate's complaint.

My final decision

For the reasons I've explained, I'm not upholding the complaint Mrs K's made about Smart Choice Financial Services Ltd on behalf of the late Mr K's estate.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr K to accept or reject my decision before 19 February 2026.

Helen Stacey
Ombudsman