

The complaint

Mr T's complained – in his capacity as attorney for his mother, Mrs T – that Think Insure Limited (“TIL”) mis-sold Mrs T a life and critical illness policy.

What happened

In 2014, Mrs T used TIL to buy a life and critical illness policy from an insurer I'll call L. An adviser took her through the application over the phone. L accepted the application and the policy started.

By 2024, Mrs T had sadly become unwell to the extent that Mr T submitted a claim to L under the total and permanent disability cover under the policy. L declined the claim, because they said Mrs T's application had failed to disclose a scan undertaken a couple of months previously. L said this was a misrepresentation and entitled them not only to decline the claim but to cancel the policy.

They said if they'd known about the scan, they'd have postponed cover until the outcome of investigations was known. Sadly, those investigations concluded Mrs T was suffering from symptomatic Huntington's disease. L said they wouldn't have offered her a policy once she was diagnosed.

Mr T complained to TIL about how they'd dealt with the sale to his mother. He said this was the result of high pressure selling and that Mrs T had been vulnerable at the time, as she was diagnosed with mild cognitive impairment. And he said TIL had failed to explain the application questions to Mrs T clearly – which is why the misrepresentation had been made.

In response, TIL said they'd not repeatedly called Mrs T – they'd spoken to her and she'd asked for time to think. They'd then called back at the requested time. They said she'd answered “no” to the question about the scan. And documentation had been sent to her for her to check her application. They said there was no evidence at the time of Mrs T having any cognition issue. So they didn't uphold the complaint.

Mr T wasn't satisfied with TIL's response and brought Mrs T's complaint to the Financial Ombudsman Service. Our investigation reviewed the available information and concluded TIL didn't need to do any more to resolve the complaint. Although no call recordings were available, he didn't think that was unreasonable given the length of time since the sale had occurred. But, from TIL's notes, he didn't think their agent's contact was excessive and he saw no evidence of pressure. He also said he couldn't reasonably conclude they should have been aware of any cognitive difficulties, as Mrs T wasn't aware herself at the time.

Mr T told us Mrs T didn't agree with the investigator's view. So I've been asked 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 Mrs T's complaint. I'll explain why.

I'm sorry to have read about the financial strain Mrs T's health is now placing on her. And I understand why she'd have wanted her claim to be successful. But I can only say TIL should do more this complaint if I'm satisfied they did something wrong – and that mistake has impacted negatively on Mrs T.

Having reviewed the evidence, I can't reasonably draw that conclusion. While there are no call recordings available, notes of TIL's contact with Mrs T show she wanted to make provision for her family in the event of her death. That's an understandable and reasonable wish for a parent. I can't say Mrs T was persuaded to buy something that didn't meet her stated intentions.

Nor have I seen evidence which persuades me she was pressured to complete the purchase. The notes show multiple attempts to call Mrs T. But she said wanted to think about things and twice requested a callback the following week. Calls were made in accordance with her requests and the other calls were attempts to do that, which went unanswered. In the circumstances I can't conclude Mrs T was pressured.

In respect of Mrs T being vulnerable, Mr T has said himself that records confirming this only became available after Mrs T bought the policy. While we'd expect TIL to take particular care in circumstances where they knew someone was vulnerable, I've not seen anything that persuades me it would have been apparent to a lay person at the time of the sale that Mrs T lacked full cognitive function.

Mr T has said that TIL failed to ensure the question about the scan was “...*understood and properly elicited*...” But I've seen no evidence that Mrs T didn't understand the question – and, ultimately, only she could answer it, as it related to her medical information. I don't agree with Mr T that I should make a finding because TIL can't produce call recordings. I've no reason to assume they didn't ask Mrs T the question in the form it was put by L. And I've taken into account that Mrs T had the chance to check the answers given, to correct any that were wrong and was warned that, if information was later found to be inaccurate, it might result a claim being declined and the policy cancelled.

Even if I were to find TIL hadn't done what they should have, I couldn't direct them to do what Mr T wants and direct they pay the claim because, when we find a business has done something wrong, we look to put the customer back in the position they would have been in, had nothing gone wrong.

In this case, that means Mrs T would have answered L's question accurately. That would have meant L postponed – and later declined – cover. So Mrs T would never have had a policy on which a claim could be made. And it wouldn't be fair for me to say TIL should pay Mrs T the benefit provided by a policy she would never have had. So I can't say they should do anything else to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding the complaint Mr T's made about Think Insure Limited on behalf of Mrs T.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 9 January 2026.

Helen Stacey
Ombudsman