

The complaint

Mr F has complained that Acumen Financial Advisers Limited trading as Acumen Mortgages ('Acumen') mis-sold an income protection policy to him and didn't provide him with clear information or support.

What happened

Mr F bought an income protection policy through Acumen. This was an advised sale.

Mr F made a claim and complained to Acumen. He said he wasn't clearly told about the deferred (waiting) period and he wasn't provided with support when making the claim. Unhappy with Acumen's response, Mr F referred his complaint to the Financial Ombudsman Service. Our investigator looked into the complaint but didn't think Acumen had mis-sold the policy.

Mr F disagreed and asked for an Ombudsman's decision. So the case has been passed to me.

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 background to this matter is well known to both parties. So I won't repeat the facts here again. Instead, I will focus on what I consider to be key to my conclusions. My decision is limited to the mis-sale complaint about Acumen.

When a policy is sold on an advised basis, the seller must ensure that the recommendation made is suitable to the customer's needs.

I have seen the suitability report and recommendation made to Mr F which sets out details of the policy he had bought which included the premium, the cover amount and the deferred period of 28 days (1 month). The recommendation says that Mr F wanted budget income protection which would provide 'some' cover and a comfortable monthly payment in line with his budget.

The policy documentation, including a letter dated 30 May 2024, has been provided by Mr F to this office. This was sent to Mr F by the insurer and also explains the deferred period of 1 month. If Mr F was not expecting a deferred period of 1 month, I would have expected him to have raised this with his broker at the time he received these documents.

Mr F said he was pressured into taking the policy and it was taken out without his authorisation. If that was the case, I would have expected Mr F to immediately notify both the insurer and Acumen when he received the policy documents and when the direct debit started to leave his account. I have seen no evidence that Mr F was pressured into buying the policy.

Mr F has also complained that Acumen didn't take his language barrier into account. Mr F says he took a number of policies through Acumen. He accepts that a home visit and an Italian speaking agent had been used in the past. Mr F therefore knew of the support available to him if he didn't understand what he was being told but having reviewed the communication in English between Mr F and Acumen, I can't see that he asked for additional support or that language was a barrier. In fact Mr F sent an email and said:

"I would also like to make it clear that any potential discrepancy cannot be attributed to a language barrier or any alleged misunderstanding on my part. I am fully capable of communicating and understanding English, and I have always expressed my preference and instructions with precision..."

I am not persuaded that Acumen should have done anything more in relation to any language barriers without specific and clear instructions from Mr F that he didn't understand the policy he was buying or that he needed further explanation or support.

In addition, Mr F has said that Acumen didn't support him when he tried to make a claim on the policy. However, this isn't the role of Acumen and I haven't seen any evidence that Mr F was advised Acumen would effectively act as his claim handler in the event of a claim. I have seen that Acumen did try to be helpful by providing advice and guidance when he told them he had made a claim, but this isn't something I would expect from Acumen as part of its service or sales process.

I appreciate Mr F will be disappointed with my decision and that he didn't receive a benefit payment for the whole time he was off work. But I am satisfied that Acumen clearly told Mr F that the policy had a one month deferred period. This is explained in the policy terms and conditions that were sent to Mr F and also in the suitability report and recommendation made by Acumen at the point of sale. The recommendation sets out Mr F's budget and the clear benefit and deferred period. And so I don't think the policy was mis-sold.

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 Mr F to accept or reject my decision before 30 January 2026.

Shamaila Hussain
Ombudsman