

## **The complaint**

Miss B is unhappy with the sale of her personal protection insurance by Personal Touch Financial Services Limited.

## **What happened**

Miss B was sold two personal protection policies by Personal Touch - a new life and critical illness insurance policy and an income protection insurance policy.

During the sale Personal Touch asked Miss B questions about her medical history. This information was passed on to the underwriters of her policies, and the policies were put into place. Personal Touch said they sent Miss B documentation setting out the information she had provided and the recommendations for cover. She was asked to check the health information.

Miss B became unwell in December 2024. She made a claim on her critical illness policy, but cover was declined. Miss B hadn't disclosed at the time of sale that one of her family members had been diagnosed with cancer previously. The underwriter said they would've put an exclusion on the policy for cancer had they known.

Miss B was unhappy with the way Personal Touch had phrased the question they'd asked her about her family's medical history. She also became aware that her alcohol consumption hadn't been disclosed correctly to the underwriter by Personal Touch, so she had to update this. The underwriters confirmed the error regarding the alcohol consumption didn't impact the cover they'd offered.

Miss B complained and the matter was referred to this service. Our investigator looked at what happened and said Personal Touch had provided clear information in the question they'd asked Miss B about her family's health, so she didn't think they were responsible for her claim being declined. But she thought they should pay Miss B £100 for the stress and inconvenience caused to her by their error regarding her alcohol consumption.

Personal Touch agreed with the outcome but Miss B remained unhappy with the way the family medical history question was phrased by Personal Touch, so she asked for an ombudsman decision.

In summary she said:

- The wording used by Personal Touch about her family medical history was a breach under the Unfair Trading Regulations 2008 for being misleading, and the Consumer Rights Act 2015 for not being clear.
- Personal Touch changed the usual colloquial form of the phrase which made it easy to misunderstand and misread.
- Personal Touch's error took up a lot of her time and energy, and caused her upset.

The case has now been passed to me 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.

Miss B has made reference to various legislation. The most relevant rules for this type of complaint can be found in the Insurance Conduct of Business Sourcebook – ICOBS. Those rules and relevant industry guidelines say that those selling insurance are required to provide clear, fair and not misleading information.

#### Family medical history

During the sale Personal Touch asked Miss B the following question about her family medical history:

*'Have either of your natural parents, brothers or sisters suffered or died before the age of 60 from any of the following?...*

*..Breast Cancer...'*

Miss B answered 'no' to this question. But one of her family members had suffered from breast cancer in the past and was now recovered. So she should've answered 'yes'.

Miss B has explained she gave the wrong answer because she misread the question. She thought it was asking if someone had suffered *and* died from breast cancer, rather than suffered *or* died from the condition.

Miss B feels strongly that the question asked by Personal Touch wasn't clear and it led to her providing an incorrect answer. She doesn't think the use of the word 'suffered' is appropriate and said 'been diagnosed with' would be more reasonable.

I want to be clear that I don't dispute Miss B's version of events here. I believe she misread the question and answered incorrectly on that basis, rather than intentionally not disclosing information. But I don't think I can fairly hold Personal Touch accountable for what went wrong.

I've thought carefully about Miss B's argument that the question asked by Personal Touch wasn't clear, but I don't agree. I appreciate the layout of the sentence could've been arranged better, and it may have been clearer to say 'diagnosed with'. But I don't think the use of the word 'suffered' is unclear or misleading.

I also think the use of 'or' in the sentence is enough to distinguish between someone who recovered from the condition, and someone that died from it. I'm satisfied the question is asking about both circumstances.

I don't think the question Personal Touch asked breached any relevant regulation and I don't think Miss B misreading the question is something Personal Touch is responsible for.

I appreciate Miss B remains unhappy she was unable to make a successful claim. But for the reasons I've explained above, I don't think there is anything I can reasonably ask Personal Touch to do about this part of her complaint.

#### Alcohol intake

Personal Touch agreed they provided incorrect information to the underwriter regarding Miss B's alcohol intake. I'm pleased to see this didn't impact the cover the underwriter offered, but I appreciate this must've been frustrating for Miss B to learn at an already difficult time. And inconvenient for her to have to correct this directly with the underwriter.

I think £100 is fair compensation to recognise the impact of Personal Touch's error here.

### **Putting things right**

Personal Touch Financial Services Limited need to put things right by:

- Paying £100 compensation for providing the underwriter with incorrect information about Miss B's alcohol consumption and the inconvenience caused to her sorting this out.

I understand Personal Touch may have already paid this £100 compensation to Miss B following our investigator's recommendation. If this payment has already been made, Personal Touch doesn't need to do anything further.

### **My final decision**

I uphold this complaint against Personal Touch Financial Services Limited and direct them to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 27 January 2026.

Georgina Gill  
**Ombudsman**