

The complaint

Miss L complains about how First Complete Limited trading as PRIMIS Mortgage Network (“Primis”) sold her income protection policy, how it communicated with her and the service it gave.

What happened

Firstly, any reference to Primis includes its agents. The policy was sold by Oracle Protection Insurance Brokers Ltd, who were an appointed representative of Primis. This complaint is against Primis, who is the broker responsible for the sale of Miss L’s income protection policy on 26 March 2024.

I can only consider the issues that Primis is responsible for under this complaint. Any reference to the insurer is simply to set out the background, and I make no decisions against the insurer within this complaint.

In summary, Miss L is unhappy about the below issues, which she considers to be Primis’ responsibility:

- It took four months to receive the full terms and conditions of her policy, and longer to receive them in the right format.
- The insurer declined a claim under her policy due to misrepresentation in relation to her mental health, but she gave Primis an accurate reflection of her medical history.
- She paid a premium for a monthly benefit of £1,200, but the insurer said she’d be entitled to less.
- Primis failed to make reasonable adjustments as she specifically requested all correspondence in yellow overlay and large font.
- Primis failed to respond to her data protection request in time, and it didn’t send her all the information.

Primis said the following in response to Miss L’s concerns:

- It was the insurer’s responsibility to send Miss L the terms and conditions of the policy, and it got in touch with the insurer to request these to be sent to her.
- It hadn’t made a misrepresentation about Miss L’s mental health when it completed the insurer’s application on her behalf. But it accepted that it didn’t correctly capture all the time Miss L had off work due to sickness in the previous two years.
- Miss L had said her annual salary was £24,000, so the monthly benefit on the policy it sold her was suitable for her needs based on this information.
- Miss L didn’t make a request for reasonable adjustments when she applied for the policy. She only did so in March 2025.
- Miss L didn’t make a data protection request until March 2025, and Primis responded to this in time, and sent her all the relevant information it held. But it said not all calls were recorded.

Since Miss L first submitted the complaint, the insurer has done the following:

- It has accepted Miss L didn't make a misrepresentation, and it is currently paying her claim.
- It first offered to recalculate the premium Miss L paid to reflect the benefit she was entitled to under the policy and refund the overpaid premiums. However, it's since paid Miss L the full benefit under her policy, which was £1,200 per month, and this reflected the premium she paid.

Investigator's outcome

One of our investigators reviewed the complaint. Overall, he didn't think that what Primis did had led to Miss L suffering a financial loss, considering what the insurer had since done. But he thought Primis had caused her unnecessary distress and inconvenience when it didn't record Miss L's sickness absence prior to the policy application correctly, in how it dealt with her enquiries about her data, and when it wasn't doing more to understand Miss L's accessibility needs. The investigator recommended that Primis should pay Miss L £300 compensation to recognise the impact on her.

Primis agreed with the investigator's recommendation, but Miss L didn't. In summary, she made the following points:

- She actually had two sources of incomes when she took out the policy, and both should have been taken into account when calculating the benefit under her policy. Primis didn't make it clear that the £1,200 monthly benefit amount was fixed or only restricted to one source of income.
- There were other policies available that were more suitable and affordable, but Primis didn't recommend these to her.
- She didn't receive her policy terms and conditions despite several requests.
- Primis didn't make reasonable adjustments when she made it aware of her autism spectrum disorder ("ASD") diagnosis, learning difficulties and hearing impairment.
- Her data access request remains incomplete, and Primis hasn't provided her with all call recordings.

As there was no agreement, the complaint has been assigned to me to decide.

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 L has made extensive representations in support of her complaint. I've considered everything she's said. But I've concentrated on the issues and evidence that I consider to be material to the outcome of the complaint, as I'm required to do.

Policy terms and conditions

It was the insurer's responsibility to send Miss L the terms and conditions of her policy. Primis got in contact with the insurer when Miss L said she hadn't received these, and it told her the insurer would send these both via email and post. So, I think Primis dealt with her fairly and reasonably in the circumstances.

Policy application – misrepresentation and the monthly benefit amount

Primis gave Miss L advice when it sold her the policy, and it worked on her behalf when applying for the policy with the insurer. So, Primis needed to make sure the policy was suitable for Miss L's needs.

As the insurer has now accepted Miss L didn't make a misrepresentation about her mental health when she applied for the policy, I don't think Primis did anything wrong in how it recorded Miss L's medical history in relation to this on her behalf.

However, Primis has accepted it didn't include all the time Miss L had off work due to sickness in the previous two years when she bought the policy. But the impact of this relates to how the insurer calculated the benefit Miss L was entitled to under the policy, as it considered Miss L's income over the previous 12 months of becoming absent.

Having listened to the phone calls Miss L had with Primis, it explained to her that insurers take account of the earnings over the previous 12 months. This is in accordance with the policy terms and conditions. But considering Primis knew that Miss L had had an extended absence, I think it should have ensured it explained the impact this may have on any benefit the insurer would pay her if she needed to claim in the year after the policy started. As it didn't do so, I think Primis caused Miss L unnecessary distress and inconvenience when the insurer said she wasn't entitled to the monthly benefit of £1,200. I've taken this into consideration when considering what I think is fair compensation in all the circumstances of Miss L's complaint.

However, I don't think Primis has caused Miss L a financial loss. Based on my experience, the way Miss L's insurer calculated the benefit she was entitled to is in accordance with other insurers. And in any event, the insurer first offered to refund Miss L any overpaid premiums, but it has since paid Miss L's claim in accordance with the full monthly benefit. So, Miss L has been able to make a successful claim on her policy, and she's receiving the full benefit amount that she paid a premium for.

Miss L has recently said that Primis was aware that she would also have other sources of income, so she thought it was responsible for the insurer not paying her a monthly benefit to reflect her higher earnings. However, I think Primis explained that the insurer would use Miss L's previous 12 months earnings when calculating the benefit. And it explained that once Miss L had received a higher income for this time period, it could consider increasing the benefit on her policy. I don't think anything Primis said suggested that Miss L would be entitled to a monthly benefit in excess of £1,200 under her policy, which was the maximum benefit under the policy she bought.

Additionally, Miss L has consistently said that she expected to receive a monthly benefit of £1,200 under her policy. It's only recently that she said she now thinks she should receive more. This isn't consistent with her previous testimony of what she understood about the policy. So, I'm not persuaded that Primis misled her about this in any way.

Miss L has also recently said that the policy was mis-sold because she could have got a cheaper policy with another insurer, and with different additional benefits. However, during the sale, Miss L explained she was only wanting an income protection policy, and she said she held private health and life insurance cover through her employer. Primis then recommended her a policy within the agreed parameters (including the monthly benefit amount, length of deferred period and duration of benefit payments), and it said this insurer would likely accept the application without requesting additional medical evidence. She confirmed she was happy to proceed with the application, and with the quoted price.

Firstly, I've not seen that Miss L informed Primis about this concern she had about the sale of the policy, and she only told us this concern recently. It may be that Miss L could have got a cheaper policy with another insurer. But I can't say for certain that any application with another insurer would have been successful or if the underwriting would have been the same. And in any event, Miss L has made a successful claim under her policy with her current insurer, and she's receiving the maximum benefit under her policy. Overall, I think the policy Primis recommended to Miss L was suitable for her needs at the time of sale.

I appreciate Miss L has had difficulties with the insurer and her claim. But I don't think I can fairly say that Primis is responsible for these issues, as it's an independent broker. It also wasn't Primis' responsibility to help Miss L with her claim with the insurer. However, I can see that Primis shared information about the sale with the insurer, when a dispute about misrepresentation arose. Overall, I think the issues Miss L had with regards to her claim were the responsibility of the insurer – except for how the impact of Miss L's previous sickness had on the monthly benefit was explained to her, as I've explained in this decision.

Failure to make reasonable adjustments

It's not for this service to decide if a business has breached the Equality Act 2010 – that's a matter for the Courts. But as it's relevant here, I have taken this law into consideration when deciding what's fair and reasonable in all the circumstances of this complaint.

I accept that Miss L made Primis aware of her previous ASD diagnosis, learning difficulties and hearing impairment. Primis did ask if there was any support Miss L needed over the phone, but she didn't make any requests for reasonable adjustments. There were times when Miss L asked Primis for information in a paper format, or in writing, and as far as I can see, Primis accommodated these requests. However, I've not seen that Miss L made a request for yellow overlay and large font until 2025.

That said, I do think Primis should have been more proactive in asking Miss L if there was anything more it needed to do in how it communicated with her, considering what it knew about her circumstances. But at the same time, I haven't seen persuasive evidence to demonstrate that Miss L asked Primis for the specific reasonable adjustments until 2025. But I agree with the investigator that Primis has caused Miss L some unnecessary distress and inconvenience in how it dealt with everything. So, I've taken this into consideration when deciding what's fair compensation in all the circumstances of Miss L's complaint.

Data protection request

It's also not for this service to decide if a business has breached any data protection laws – that's a matter for the Information Commissioner's Office ("ICO"). But as Miss L's request is regarding how Primis sold her policy, I've considered what's fair and reasonable in all the circumstances of this complaint.

I haven't seen persuasive evidence that Miss L made a formal data protection request until March 2025. I appreciate Primis has explained that not all phone calls were recorded, and Miss L said she already made a request for her data during a phone call in January 2025. But even when Primis shared the requested data with Miss L in April 2025, she remained unhappy. This seems to be because it didn't provide recordings of all the phone calls. But as Primis has explained that not all of the phone calls were recorded, it seems to me that Miss L would've remained unhappy even if Primis had sent her the information earlier.

That said, I accept that Primis could have dealt with Miss L's request for data better, so I've taken this into consideration when deciding what's fair compensation in all the circumstances of Miss L's complaint.

How to resolve the issue

As I explained in this decision, I don't think Primis dealt with Miss L fairly and reasonably in how it recorded Miss L's sickness absences in the policy application. This meant that Primis didn't explain clearly to Miss L the impact this could have on the benefit she was entitled to under the policy. Primis also should have been more proactive in asking Miss L if there was anything more it needed to do in how it communicated with her, and it could have dealt with her requests for data better. Overall, I think Primis should pay Miss L £300 for the unnecessary distress and inconvenience caused.

My final decision

My final decision is that I uphold Miss L's complaint and direct First Complete Limited trading as PRIMIS Mortgage Network to pay her £300 compensation for the distress and inconvenience caused.

Primis must pay the compensation within 28 days of the date on which we tell it Miss L accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% simple per annum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 9 April 2026.

Renja Anderson
Ombudsman