

The complaint

Mrs J is unhappy Alwyn Insurance Company Limited have avoided a pet insurance policy and in doing so, declined a claim she made. It says her dog, M, didn't meet its eligibility criteria for the policy as she was born outside of the United Kingdom.

What happened

The details of the complaint are well known to both parties, so I won't repeat them in full against here. Instead, I'll focus on providing my reasons for my 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 so, I agree with the conclusion reached by the Investigator, that the complaint should not be upheld. I do so for the following reasons:

- As part of the application process Mrs J was asked to confirm if a set of assumptions made were correct. These were statements of fact and one of them referred to M being born in the U.K - which Mrs J has confirmed she wasn't. Mrs J ticked to confirm she had read and understood the assumptions. An explanation was provided at that point if any of the assumptions were incorrect, the policy may be avoided.
- Alwyn has confirmed the policy wouldn't have been offered to Mrs J had it been aware M was born outside of the U.K. I'm satisfied this eligibility criteria is also made clear in the policy documentation it provided and that was available to Mrs J. I think this information is in a prominent position within that documentation.
- Under the relevant Act, the Consumer Insurance (Disclosure and Representations) Act 2012 ("CIDRA") an insurer can avoid a policy and refund any premiums paid if it can show a qualifying misrepresentation took place. Here I'm satisfied Mrs J was asked to confirm a statement of fact about M's birthplace and by incorrectly doing so, she made a qualifying misrepresentation. As, Alwyn has shown it wouldn't have offered a policy to Mrs J if it had known the correct information.
- While Mrs J has said she may not have paid close attention to the information she was agreeing to or the policy documentation, this doesn't make a difference to the decision I need to make here. Ultimately the policy was set up based on incorrect information and Alwyn has shown it wouldn't have provided cover had it known the true position. Alwyn has treated Mrs J's misrepresentation as 'careless' rather than deliberate. If it had treated it as deliberate, it wouldn't have needed to refund any of the premiums paid. I think it has acted reasonably here as it recognises, she didn't mean to make it, rather she didn't take reasonable care when completing the application.
- Mrs J has said she doesn't think this information was set out clearly when she was sold the policy. Alwyn didn't sell the policy to Mrs J, so this is something she would need to

take up with the seller of the policy.

For the above reasons, I don't uphold this complaint. I think Alwyn has acted fairly and reasonably in avoiding Mrs J policy, that is, treating it as if it never existed. I also therefore think it has acted reasonably in declining to consider Mrs J's claim on that policy.

My final decision

My final decision is that I do not uphold Mrs J's complaint against Alwyn Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 3 September 2025.

Alison Gore
Ombudsman