

## **The complaint**

Mr K complains INSURANCE FACTORY LIMITED ("IFL") mis-sold a pet insurance policy.

References to IFL in this decision are also intended to refer to the actions of any agents it uses to deal with the sale and administration of policies on its behalf.

## **What happened**

Mr K's dog, B, unfortunately had to have surgery to remove an eye. Mr K later went on to take out a pet insurance policy to cover B should he have any problems in the future. Before doing so Mr K said he'd searched online for quotes and was called by an adviser to discuss B's veterinary history. Mr K says he was assured by the adviser that any problems with B's remaining eye would be covered, so he took out a policy online as it was cheaper than the price he was quoted on the phone.

B later needed his other eye removed and Mr K made a claim to the insurer. The claim was declined due to the fact the eye needed to be removed as it was affected by the same condition as the other eye had been and, there was evidence it was already present prior to the policy starting.

Mr K has said the policy was mis-sold as he was led to believe any claims for the remaining eye would be covered. He's said he wouldn't have taken the policy out otherwise and asks for his premiums to be refunded with interest.

IFL said, after searching its records it couldn't locate the call Mr K said he'd had. It provided a copy of the online sales journey that Mr K went through and pointed to the policy information he was provided with which explains the terms of the cover and that pre-existing issues would not be covered. It said the policy had been correctly sold to him.

Mr K didn't accept IFL's response and brought his complaint to this Service. An Investigator looked at the complaint but didn't think it should be upheld. He explained to Mr K that the policy was sold on a non advised basis, and he was satisfied IFL had provided sufficient information about the cover provided by the policy to allow him to decide whether to purchase it. He said as the call couldn't be located, he could only consider the information it can be shown Mr K was provided with.

Mr K disagreed and asked for an Ombudsman's decision. He reiterated what he'd been told in the call, he said he has no way to prove he was called but referenced the fact this was common for insurers to do. Mr K repeated he wouldn't have brought the policy had he known it wouldn't have provided cover.

## **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.

- IFL has provided evidence of a screen shot from its systems which shows a search for

calls to Mr K's phone number having no results. However, given this was a sales call I can't be certain what channels the business has searched to provide this outcome.

- I accept Mr K's point of view that it is common for calls to be made after quote enquiries are performed on third party websites - if that option has been selected by a consumer. So, I believe Mr K's recollection here. I think it's more likely than not this call did take place. However given there is no call to listen to, I must consider what I think more likely than not would have been explained in that call.
- Given the policy doesn't cover pre-existing or related conditions I think it unlikely an adviser would have given Mr K a blanket reassurance that anything B went on to suffer with would be covered by the policy. Mr K has said he was told the remaining eye would be covered, which is a correct statement, it would have been - for anything unrelated to the condition that affected the other eye and that wasn't pre-existing.
- It's unfortunate here that the eye needed to be removed due to the same condition which affected the first eye and as there was evidence of the issue already being present in the eye prior to the start of the policy. I realise Mr K didn't know this at the time and was doing his best to ensure B was covered, however I also don't think the adviser would have known this either. So, they wouldn't have been in a position to give him definitive detailed advice about what claims would or wouldn't be covered by the policy.
- I understand it would have been a shock to Mr K to later have a claim declined by the Insurer but for the reasons above, I think it's unlikely he was misled about the policy coverage on the phone. I accept he may not have understood the impact at that time of what would happen if the remaining eye was similarly affected by the same condition and he took reassurance from the content of the call to the extent that he then went ahead and purchased the policy. But I don't think, it is more likely that not, IFL did something wrong here.
- As Mr K went on to take out the policy online, the sale would have been classed as non advised. That means IFL didn't make a recommendation to Mr K about the policy's suitability for his needs. But under industry rules it did have a duty to provide him with sufficient information about the policy in a clear fair and not misleading way that would have allowed him to make an informed decision about whether to buy it.
- Having looked at the sales journey and the policy literature that was made available to him, I'm satisfied that Mr K was made aware of the features and limitations of the policy, and he was able to make an informed decision about whether the policy was suitable for his needs.

For the reasons set out above, I do not think the policy was mis-sold and I do not uphold this complaint.

### **My final decision**

My final decision is that I do not uphold Mr K's complaint against INSURANCE FACTORY LIMITED.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 27 October 2025.

Alison Gore  
**Ombudsman**