

## **The complaint**

Mr D's complaint is about the way in which he was sold a pet insurance policy by Puffin Group UK Ltd ('Puffin').

Mr D says that Puffin misrepresented the policy to he took out, causing him loss.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving 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 conclusions reached by the investigator and don't uphold Mr D's complaint. Before I provide my reasons, I wish to acknowledge the volume of submissions Mr D has made. Whilst I've considered them all, I won't be addressing each and every point he's made. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mr D's complaint, namely whether Puffin treated him fairly.

I've listened to the recording of the call Mr D had with Puffin, during which he says the cover he was getting was misrepresented to him. The purpose of that call was to help him establish what his existing policy limit was and when the new policy year would commence. He told the Puffin representative this was because he'd made a number of claims during the current policy year and hadn't received the full amount back as he'd reached his policy limit. It was this line of enquiry that led to Mr D asking about other types of cover Puffin might offer that might provide him with an increased level of cover in future policy years.

I'm satisfied that during the call the Puffin representative made very clear to Mr D that there were other policies but these would be considered brand new and not a continuation of the existing policy. The advisor also said if he did upgrade, any conditions that had been diagnosed prior to this would be considered pre-existing and therefore would not be covered. So, I don't agree that Mr D was misled in any way during the course of that call as he suggests. Whilst he might not have understood what was being said to him, this doesn't in my view mean that Puffin did not make the position clear to him.

Later in the call Mr D asked Puffin about policies with higher levels of cover, which led to him asking for a quote to be generated that was sent to him to consider. In doing so the representative again asked him *"And you do understand that any pre-existing medical conditions or symptoms that your pet may have will not be covered?"* to which Mr D confirmed was correct. Given the Puffin representative explained on two occasions that any conditions Mr D's pet might have would not be covered with an increased policy limit, and Mr D confirmed he understood this, I don't think there was more they should or could have done to impart this to him nor that they should have done so in different terms.

The policy wasn't sold to Mr D during this call. Rather it was sold by sending him over a quotation to consider himself. I've looked at the documents Mr D was provided with, and I'm satisfied that Puffin did not recommend the cover to him or advise him to take it. Rather they sold the policy on a non-advised basis, which means they had to provide him with clear, fair and not misleading information about it to enable him to decide whether to take it out. It was up to Mr D to ensure the policy was suitable for his needs and circumstances. The Insurance Product Information Document set out that pre existing conditions were not covered, as did the policy terms. I don't think this was unclear nor that there was anything in the documents that would lead Mr D to believe his existing policy would continue on renewal, but with increased limits. I think this was made reasonably clear to him during the earlier call with Puffin, both for the reasons I've mentioned and because Puffin clearly told him that his existing policy didn't have any scope for an increase in limit to be applied.

It's unfortunate that Mr D didn't understand that a new policy would no longer offer him the protection of cover for existing conditions. But this isn't something that I think Puffin are responsible for, for the reasons I've mentioned. And whilst Mr D might not agree, that doesn't mean Puffin did something wrong here. As such they are not responsible for the losses he has suffered or the impact of taking out an entirely new policy.

### **My final decision**

I don't uphold Mr D's complaint against Puffin Group UK Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 19 November 2025.

Lale Hussein-Venn  
**Ombudsman**