

The complaint

Mr P says he was mis-sold a pet insurance policy by Ultimate Insurance Solutions Limited (UIS) as the limits of the cover were not made clear to him when he bought the policy.

What happened

Mr P told us that in April 2019 he researched arranging a new pet insurance policy for his dog called A. He's told us he entered his details online and received some different offers from UIS which were trading under the name of PP. I'll refer to UIS throughout this decision.

Mr P said he chose the offer which provided the highest level of protection which allowed up to £7,500 for vet fees per year. Mr P said he made this decision based on the offer in the email and noted the policy excess of £60 as well as a scaled co-payment for pets over the age of 8 years old. This information was on the initial quote email dated 19 April 2019.

The policy started on 2 May 2019.

Mr P was emailed by UIS on 2 May 2019 welcoming him to activate his account by clicking on a link and verifying his email address.

A couple of minutes after this email was sent to Mr P, he was emailed again by UIS thanking him for taking out the policy and confirming his policy number. The email explained if Mr P had already registered to the portal he would have received a verification email from them asking him to activate his account and view his documents. The email also explained if this hadn't yet happened, then Mr P should complete the registration process to access his policy documents and that he should check his schedule and statement of fact and let UIS know if any details were incorrect.

In September 2019, A was unfortunately unwell and diagnosed with cruciate ligament problems which required surgery costing around £3,700. Mr P enquired about the available cover under the policy and was told at this point there was an inner limit of £1,500 for claims involving cruciate ligament problems. Hearing this Mr P said he'd understood the policy limit for vet fees was £7,500 so he said the total cost of the surgery should be covered. Mr P therefore raised a complaint.

UIS reviewed Mr P's complaint and said all relevant information had been made available to Mr P which set out the inner limits under the policy.

Our investigator considered Mr P's complaint and did not uphold it. They concluded this was a non-advised sale, so it was up to Mr P to review the policy documentation to decide whether to take out the cover. They said Mr P had access to the relevant policy documentation through the links made available by UIS on the account portal.

Mr P strongly disagreed. He said UIS had suggested policy documents were attached to the emails of 2 May 2019, but he did not receive any attachments. Mr P also said the information on the portal was not held where someone might reasonably expect it to be. He said the policy documentation was available under a tab called 'correspondence' and that it would

have made more sense for the policy information to be found under the tab 'my policies' or through the link titled 'view policy'. Mr P also suggested that UIS's website and portal had changed since he took out the policy in question and therefore while it seems information about the cover can now be found there, he did not recall it being there previously when he arranged the policy. Mr P also did not recall ticking to confirm that he'd seen the policy information before agreeing to take it out.

Our investigator approached UIS to see what, if any, changes there had been to the website and portal.

UIS confirmed that since selling these policies online customers had always been required to confirm the policy documents had been read before being able to proceed with the purchase. UIS explained there may have been different formats in earlier versions of the website, but they didn't believe the website had changed since Mr P had bought the policy.

UIS also told us the portal was something that had been in place for around 2 years with the main aim being to allow customers to access their documents, with newer features allowing customers to submit claims online or update details.

Our investigator let Mr P know what UIS had said. Mr P made no further comment in response to the additional information and requested an ombudsman review the case as he didn't think it reasonable for the policy documentation to be held under the tab for 'correspondence'. The complaint has therefore been passed to me to consider.

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've reached the same conclusions as our investigator for broadly the same reasons.

Mr P is understandably disappointed that the full costs of the treatment for A weren't covered under his policy as he expected them to be. Mr P has told us that had he fully understood the limitations under the cover then he wouldn't have taken out this policy. I would note though that inner limits are not an unusual feature in such policies.

I've seen a copy of the policy schedule and this does make clear there is a benefit limit of £1,500 for cruciate ligament claims. The schedule also refers the policyholder to the policy wording for full terms and conditions where the same is also confirmed. UIS has said information about the different policies was also available on their website and it appears the inner policy limits are set out within the first initial pages of the policy wording accessible online.

When Mr P bought the policy he did so without getting any advice from UIS. This meant it was up to Mr P to make sure that he understood and was happy with the cover he was taking out. And it was up to UIS to give Mr P the information he needed to be able to make an informed decision.

Mr P has told us he researched the cover before taking out the policy in question. And I think it's more likely than not Mr P received the emails from 2 May 2019 given he gained access to the portal and as he's said no attachments were received with either email. While I agree with Mr P, at face value from the copies provided to me, there appears to be no reference to any attachments on either email, the second email from that day does highlight the need to review the policy documentation, particularly noting the schedule and the statement of fact.

Mr P confirms he's had access to the portal and more recently has acknowledged the documentation in question is available there. However, I understand how strongly Mr P feels there was no clear indication from UIS to look at particular sections of the portal and that he now doubts some of that information was even there when he took out the policy.

I've carefully considered what Mr P has said. I understand his frustration with what's happened and I'm sorry to see there has been a financial impact for Mr P as he's needed to pay for the balance of the surgery costs using a credit facility. But it's difficult for me to say Mr P didn't have access to the relevant policy information. There are policy documents available to Mr P on the portal that explained the inner policy limits, as well as the information on UIS's website before taking out the cover. And given the emails pointed Mr P to look at his policy documents – specifically the schedule which set out the inner policy limits - I don't think it's unreasonable for Mr P to have questioned where these documents were if he'd not been able to find them.

It's not possible to now know for certain what may or may not have been showing on the portal when Mr P took out the policy. UIS says policy documentation would always have been available there for Mr P to review. And it's not unreasonable for UIS to have provided their documentation through this medium in the way they have. The emails mentioned earlier highlight there is policy documentation to review and UIS have said there haven't been any changes to the website or portal that would have meant Mr P didn't have access to the relevant policy documentation.

On balance I think it's more likely than not that UIS made Mr P aware of the policy information – which included details about the inner limits. I've therefore not seen enough in the circumstances of this complaint to say UIS mis-sold the policy to Mr P.

My final decision

For the reasons above, my final decision is that I do not uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 December 2020.

Kristina Mathews
Ombudsman