

The complaint

Miss B complains that Allianz Insurance Plc gave her inaccurate information about the cancellation of her pet insurance policy.

What happened

The details of this complaint are well known to both parties, so I will not repeat them again here. Instead, I will focus on giving the 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 set out by the investigator for largely the same reasons. I'll explain why.

Miss B's pet insurance policy was cancelled in June 2022. Allianz has said it acted in line with the terms and conditions of the policy when it decided to cancel the policy. I have considered the policy terms and under "general exclusions" it states:

"The following exclusions apply to all sections of the policy:

4. Laws and regulations:

- a) Any dog that must be registered under the Dangerous Dogs Act 1991, the Dangerous Dogs (Amendment) Act 1997 or any further amendments to this Act."*

Allianz were made aware that Miss B's dog had been added to the dangerous dogs list in April 2022, so it cancelled the policy from this date. As one of the exclusions in the policy now applied to Miss B's dog, I'm satisfied Allianz didn't act unreasonably in cancelling the policy from this date.

Allianz has accepted it provided Miss B with inaccurate information about obtaining a DNA test on the breed of her dog and that it may be able to cancel her policy from inception in 2016. Given Miss B relied on the incorrect information given by Allianz when choosing to proceed with a DNA test, I consider it was reasonable of the investigator to recommend Allianz refund the costs of the DNA test to Miss B should she provide it with evidence of the payment she made for it.

But I don't think it would be reasonable to ask Allianz to refund all the premiums back to inception, because Allianz has confirmed it would have provided cover for Miss B's dog during the period Miss B's dog was on cover. Nothing in the evidence suggests her dog wouldn't have been covered by the policy, particularly seeing as Miss B had confirmed at inception that her dog wasn't of any breed that would have been caught under the other exclusions of the policy. And so, I don't think an administrative error Allianz has made in providing Miss B with the inaccurate information would warrant such redress in order to put things right.

Allianz has offered to pay Miss B £100 compensation in recognition of the poor handling of the matter, which I'm satisfied is a fair and proportionate reflection of the distress and inconvenience caused to her for the loss of expectation in these circumstances.

My final decision

For the reasons mentioned above, I uphold this complaint against Allianz Insurance Plc.

I direct Allianz Insurance Plc to:

- pay Miss B £100 compensation if it hasn't done so already, and
- refund Miss B's cost for the DNA test once she provides it with evidence of the costs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 April 2023.

Jag Dhuphar
Ombudsman