

The complaint

Miss G complains about how Forsakringsaktiebolaget Agria (publ) dealt with the claim for her dog's medication.

What happened

Miss G has insurance for her dog with Agria. In November 2018 the dog was diagnosed with exocrine pancreatic insufficiency (EPI). There's no cure for EPI, it's a lifelong condition, but there's medication which can treat the condition. Lypex, an enzyme supplement was first prescribed by Miss G's vet in November 2018.

Since her dog was diagnosed Miss G has been using different enzyme supplements which she usually buys online to treat her dog's EPI. She doesn't need a prescription to buy the enzyme supplement online, and it's cheaper to do this than getting it from her vet. There have been times when due to supply issues she's struggled to source the enzyme supplement online and her vet has prescribed alternatives.

On 24 May 2021 Miss G submitted a claim to Agria for a lifetime supply of Lypex. When they received her claim Agria requested invoices and receipts to validate the claim. Agria later closed the claim due to inactivity as they didn't receive the information they'd requested.

In June 2022 Miss G raised a complaint as her claim hadn't been settled even though she said she'd spoken to Agria several times and submitted her dog's medical history multiple times.

When Miss G logged her complaint Agria say she was told that to claim for the Lypex supplement her dog required on a long-term basis, an online claim form needed to be completed with the online invoice for the claim to be paid. Agria said she'd told them that as her dog needed this supplement for life, she thought they should be paying her in advance and she shouldn't need to submit a claim each time she purchased Lypex.

When responding to her complaint Agria apologised that Miss G was only told the correct process when she raised her complaint.

Looking at the claim history they said she correctly uploaded a copy of her dog's clinical history, but instead of uploading the invoices she'd submitted a further copy of the clinical history. So they were unclear what she wanted to claim for.

On 10 June 2021 they said they'd emailed her vet requesting an itemised invoice for her dog's treatment for EPI, and they'd copied her into this email. They received no response so they sent a further email to her vet on 18 July 2022, again copying her in. And a final email to her on 29 July 2021, explaining they'd had no response from her vet, and without an itemised bill they were unable to process her claim.

Miss G told Agria that she'd called them many times to try and get her claim paid. They said they'd been able to trace four calls.

On 30 July 2021 she'd called about her outstanding claim. The call had been cut off during the verification process. Their agent called her straight back, leaving a voicemail asking her to return the call, but she didn't respond.

On 8 April 2022 she called about her outstanding claim, saying she spoken to four people before and had been expecting a call back. Miss G said her vet had provided the requested information and she'd submitted the claim online. She was asked to resubmit her claim and the attached information and it was confirmed she could attach details of her dog's further treatment.

On 19 April 2022 Miss G sent a further copy of her dog's medical history. Agria emailed her to confirm they'd received this, but they needed itemised invoices just covering the treatment for EPI.

On 21 April 2022 Miss G called to say she didn't have an itemised bill, as she bought the medication from different places, depending on where was the cheapest. She was asked if she had a prescription but said she didn't need one as her vet had prescribed Lypex the first time and recorded in the dog's clinical records that she needed it for life. Agria's agent said they'd need to see something to confirm this, and Miss G referred them to the clinical records. She was told Agria would need an email from her vet confirming her dog needed the treatment for life and then they would be able to pay the claim.

Agria said Miss G had been given the wrong information and they apologised for this. They said their agent should have asked her to locate and send them all of her online invoices, as these were what were needed to assess her claim. And they didn't need anything from her vet as the medical history was sufficient.

On 28 April 2022 Agria received the dog's medical history again. They emailed her requesting invoices that only related to the treatment for EPI.

On 30 June 2022 Miss G called to log a complaint. During this conversation she was told that to claim for online medication Agria needed a completed claim form and copies of the online receipts. Miss G said she'd not been told this before. She asked if she needed to do this every time she purchased the medication and was told she did. Miss G said she thought that as her dog required Lypex for life, Agria should pay her monthly without her having to make a claim. Miss G confirmed that she would check her emails and submit the online receipts.

Based on a review of the history of the claim Agria said they were satisfied that the first time Miss G called them about her claim was 8 April 2022. And had she spoken to them before she submitted her claim she'd have been advised of the correct process for claiming for medication purchased online.

They pointed Miss G to her policy terms and conditions which say, *"You must submit a claim by the end of the period of insurance or within six months from the first date of treatment, whichever is the latter. If you do not submit your claim to us within this time frame, we will not deal with your claim."*

But Agria said they were prepared to waive this condition due to the miscommunication she'd faced while trying to get her claim paid. She was asked to submit her online invoices/receipts without delay.

She was also told that she could claim for her dog's veterinary treatment to diagnose her EPI. And if her vets provided an itemised invoice for this treatment it would be assessed in line with her policy terms and conditions. But they didn't uphold her complaint as they said

she didn't submit any itemised invoices/receipts to validate her complaint with her claim form.

Miss G was unhappy with Agria's response to her complaint, particularly that they wouldn't pay for her dog's medication in advance without her having to submit a claim monthly. And she complained to our service.

Our investigator considered the case and partially upheld the complaint. He thought it was reasonable for Agria to require receipts or invoices before paying Miss G's claim for her dog's medication. He said paying in advance for medication isn't something Agria would agree to, and we wouldn't expect them to.

Agria accepted that they've given Miss G misleading information which had led to some delays with her claim. They'd apologised for this and agreed to waive the six-month time limit for submitting the claim. Our investigator thought this was fair but said Agria should also pay Miss G £50 compensation.

Agria accepted our investigator's opinion but Miss G didn't. The case has now come to me for a 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.

The terms and conditions of Miss G's policy require her to submit a claim form together with supporting evidence for each claim. This is standard practice and I wouldn't expect Agria to agree to pay for Miss G's dogs' medication without her submitting a claim. I appreciate that this means she'll need to submit a claim each time she buys her dog's medication, but now she knows exactly what Agria require this shouldn't be too onerous.

I agree that there appears to have been some delay in dealing with Miss G's claim as a result of what she was told during her telephone conversation with Agria on 21 April 2022. She was told they'd need confirmation from her vet that her dog had a lifelong condition. This wasn't correct, as the dog's clinical records confirm this.

But Agria acknowledged the mistake in their final response letter and agreed to waive the six-month time limit for submitting a claim. I think this, together with the £50 compensation they're confirmed they're prepared to pay, is reasonable.

Miss G's claim remains outstanding as she's unhappy about submitting a claim every month. She's told us that she'd be happy if Agria supplied the medication to her each month. This isn't something I can ask them to do, as their role in the claim is as insurers. If she wants her claim to be dealt with she'll need to submit it in line with her policy terms and conditions.

My final decision

For the reasons set out above I partially uphold Miss G's complaint about Forsakringsaktiebolaget Agria (publ).

And to put things right I require them to pay her £50 compensation for the miscommunication about what was required to support her claim and the delay this caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 10 July 2023.

Patricia O'Leary
Ombudsman