

## **The complaint**

Mr V complains administration errors by Pet Protect Ltd meant a lifetime pet insurance policy he had taken out was cancelled by the insurer.

## **What happened**

The details of this complaint are well known by both parties, so I won't repeat them in full again here. Instead, I'll focus on providing 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 conclusion reached by the investigator that the complaint should be upheld. I do so for the following reasons:

- Mr V correctly entered his email when applying for the policy. I'm satisfied therefore an error by Pet Protect, be it system or human, caused this to be changed. The impact of this was the insurer (N) cancelled the policy as Mr V did not respond to a renewal invitation and communications to update billing information.
- Mr V sourced alternative insurance for his pet, at a higher price. I'm satisfied had he received the renewal notice and other communications he would have acted upon them, and his pet would have had continuous lifetime cover with N.
- N has offered to reinstate the policy upon payment of outstanding premiums. It was Pet Protect's error the policy was cancelled in the first place, and Mr V has paid a higher amount for cover with an alternative insurer in the meantime. Therefore, I think it would be reasonable for Pet Protect to pay the outstanding amount to N for the policy to be reinstated. It should then also reimburse Mr V any difference in premium between that amount and what he has been paying in the interim plus any cancellation charge he may pay. It should add 8% simple interest per annum on any amount it pays to Mr V.
- If, for whatever reason N now refuses to honour the offer it made to reinstate the policy, Pet Protect should make a payment of £4,200 to Mr V to compensate him for the current and future cost of the cover he's since taken out with another insurer. Premiums for cover will vary for a number of reasons and I'm satisfied this amount more likely than not accounts for those and is a fair reflection of the financial loss to Mr V.
- Mr V has been caused trouble and upset by Pet Protect's error and I think it should pay him £250 compensation to reflect the impact it has had on him.

## **Putting things right**

To put things right Pet Protect should do the following:

Arrange for N to reinstate Mr V's Pet Protect lifetime policy back to the date of cancellation, as per N's offer to do so.

Pay any premiums due to N for the period Mr V's policy was cancelled. Pet Protect should then refund Mr V any difference between the total amount payable to N during this time and the total premium Mr V paid for his other policy, plus any cancellation charge he may pay. It should add interest at 8% simple per annum on any amount paid to Mr V from the date Mr V made the first payment to the alternative insurer to the date of settlement.

If, for whatever reason, N now refuses to honour the offer it made to reinstate the policy, Pet Protect should alternatively make a payment of £4,200 to Mr V to compensate him for the current and future cost of the cover he's since taken out with another insurer.

Pay Mr V £250 compensation.

## **My final decision**

I uphold Mr V's complaint against Pet Protect Ltd. I direct it to put things right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 20 September 2023.

Alison Gore  
**Ombudsman**