

The complaint

Mr C complains that when he tried to claim on his pet insurance policy with HDI Global Specialty SE he was told the cover only started a month after he had bought the policy and his claim was not covered.

Where I refer to HDI, that includes its agents acting on its behalf.

What happened

Mr C bought a pet insurance policy for his pet dog on 3 June 2023 through a comparison website. He was sent an email with a link to access his policy documents online and was asked to check the documents to make sure everything was correct.

A further email was sent to Mr C a few days later saying he hadn't accessed the online portal and reminding him to do that.

Mr C says that over the following week he tried to access the documents through the online portal but wasn't able to. He tried resetting the password but that didn't help.

Sadly, Mr C's dog was diagnosed with cancer. He called on 4 July 2023 to make a claim and was told the policy had only started the day before; although the policy had been set up on 4 June, the start date had been put as 3 July.

Mr C wanted to claim on the policy but was told he couldn't because the condition started in the first 14 days of cover, and there's no cover for an illness or condition that starts during the first 14 days.

Mr C complained but HDI said there had not been any errors, the policy start date was 3 July 2023 and there was no cover for the first 14 days.

When Mr C referred the complaint to this Service, our investigator didn't think it should be upheld. She said:

- The policy terms are clear, so it was fair for HDI to rely on them.
- The covering email sent with the policy documents included a reminder that there is no cover in the first 14 days.
- Mr C was unhappy with how he was spoken to when he called. It was upsetting for him to find he wasn't covered, but HDI had not acted unfairly.

Mr C disagreed with the investigator. There was further correspondence between them but the investigator didn't change her view so Mr C requested an ombudsman's decision.

He has provided detailed comments in support of his complaint. I won't set them out in full but the key points include:

- The problem was caused by a simple error; he clicked on the wrong date (July instead of June).

- It was difficult for him to use the website due to his disabilities.
- He made numerous attempts to access the portal without success. As he wasn't able to access the documents, he couldn't check the information. If he had been able to access the documents, he would have spotted the error and corrected it.
- HDI has a duty to communicate effectively, especially with vulnerable customers, and failed to do this. And it was aware he hadn't accessed his documents – as shown by the reminder sent to him.

I issued a provisional decision. I said that I thought Mr C would have known the start date of the policy. But he did have problems accessing his policy documents and was caused some distress and inconvenience, so I intended to direct HDI to pay compensation of £300 for this.

I set out my reasons as follows:

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; and not unreasonably reject a claim.

The policy terms say there is no cover for an illness that starts in the first 14 days of the policy. That's not unusual and most pet insurance policies have terms like this. I think the term is clear and it's fair to rely on it. As Mr C made his claim in the first 14 days of cover, the starting point is that he was not covered. But he says the start date of the policy is wrong – it should have started on 4 June 2023, when he bought the policy.

Mr C has referred to what happened when he bought the policy through the comparison website. We have dealt with a complaint about that separately and I can't comment on how the policy start date came to be set as 3 July 2023. But that was the start date for cover.

The issue for me is what happened between 4 June and 3 July, when Mr C says he couldn't access his policy documents. Mr C says the crux of the matter is that he wasn't able to access the portal, so he couldn't check his documents to make sure they were correct. I need to decide if that was due to some fault by HDI.

I note Mr C says he doesn't think HDI, as underwriter, has done anything wrong – it simply deals with claims. He says the issue lies with the problems accessing the documents, and those problems were caused by another firm, which is the administrator for the policy.

However, the administrator was acting on behalf of HDI, so it was HDI's agent. That means HDI is responsible for its actions.

It's clear Mr C had problems accessing his policy documents. He's provided evidence showing he made attempts to re-set his password, and made several calls to the administrator. But the evidence isn't clear about what caused him to have problems logging in to the portal.

In any event, I don't think the fact Mr C couldn't access his policy documents means he was not aware his policy didn't start until July. He had information that showed him when the start date was.

This included the email sent to Mr C confirming his policy details, which included the start date of the policy. And he has provided us with a screenshot of the website with a message about difficulties accessing the portal. That page also shows the start date of 3 July 2023.

Based on this, I'm satisfied Mr C would have known from the information he saw that the

policy start date was 3 July – he didn't need to log into the portal and access the policy documents to see this. And so HDI is not responsible for the fact he could not claim on the policy.

Mr C says the way HDI dealt with him was rude and derogatory, and it has discriminated against him.

I'm not able to determine whether there was discrimination or whether there has been a breach of the Equality Act 2010; only a Court can do that. If Mr C wants a decision that HDI has breached the Equality Act 2010, he may be able to pursue this in court. But as relevant law, I've taken the Equality Act 2010 into account, as well as FCA guidance, when deciding what's fair and reasonable.

I have considered how HDI communicated with Mr C. I've listened to the call he had with HDI on 4 July 2023, when he called to make a claim. That was the first direct contact between them.

The call handler mentioned that Mr C hadn't got in touch to say he wasn't able to access his documents and Mr C accepted this. The people he spoke to on that call listened to him and tried to explain the position regarding the start date and how their processes worked. They advised they would request information from the comparison website about how the policy had been set up.

Having considered all the evidence I don't think HDI was rude to Mr C or acted unreasonably in the way it dealt with him.

Having said that, Mr C did have problems accessing the online portal. There are emails showing his attempts to reset his password. He also made a number of phone calls. HDI has no records of calls but Mr C says that's because he couldn't get through to speak to anyone. I'm satisfied the evidence shows he did attempt to call on several occasions.

HDI says there won't be a record if he didn't speak to someone. If HDI doesn't have records of calls, that supports what he says about not being able to get through to speak to anyone.

This would have been upsetting for Mr C. He wanted to check his policy documents and it would have been frustrating to find he couldn't do that. So it would be fair for HDI to compensate him for that.

Thinking about the impact on Mr C of not being able to access his documents, or speak to HDI about this, I think a payment of £300 would be fair for the distress and inconvenience caused.

Mr C has explained his circumstances at the time of the claim and how difficult things were for him. I appreciate it was a very difficult time and the problems with his policy made that even worse. But for the reasons set out above, I think the decision not to cover the claim was in line with the policy terms and was fair.

Mr C will not consider the payment I am directing HDI to make adequately compensates him for what has happened. But the claim decision itself was fair and the compensation is reasonable to acknowledge the difficulties he had accessing the online portal.

Replies to the provisional decision

Both parties have replied to the provisional decision.

Mr C has made a number of comments but in particular, he says he wouldn't be able to read emails any more easily than a webpage and in any event, he never received the email showing the start date.

HDI says it had thought Mr C's policy documents were only uploaded to the online portal but has now established that the documents were also sent to Mr C by email. So he could see his documents without having to access the portal.

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.

Mr C says HDI may claim to have sent the email with the start date but he never received it. He has provided screenshots of his email inbox from the relevant time as evidence of this. And he says it was made clear to him in phone calls he needed to log into the hub to see his documents or pay extra for paper copies to be posted.

I'm satisfied the email was sent. I can't say why Mr C might not have received it – there could be various reasons why an email isn't delivered. But that doesn't mean HDI was at fault in relation to that.

He's provided a screenshot of a webpage he opened which did show the start date. So I'm satisfied he was given the start date.

I appreciate the points he's made about reading print on webpages but there are ways of increasing the size using the controls on a keypad, or using the accessibility function on a tablet or mobile phone. HDI wasn't initially aware of Mr C's disabilities and so would not have been aware of any adjustments he may have needed.

I appreciate HDI says Mr C could have accessed his policy documents from the link in the email sent to him, so he didn't have to access the online portal. He was given the start date of his policy.

Even so, he clearly was trying to access the portal (which he would have needed to do if he wanted to manage his policy online) and he clearly had difficulties doing that. He also had difficulties getting through on the phone.

This was frustrating for him. So it remains my view that it's fair to compensate him for the distress and inconvenience caused.

In the circumstances, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold the complaint and direct HDI Global Specialty SE to pay compensation of £300 to Mr C for the distress and inconvenience caused to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 22 September 2024.

Peter Whiteley
Ombudsman