

## **The complaint**

Mr W complains that he's been overcharged for his pet insurance policy since mid-2022.

Mr W's current policy is underwritten by Wakam. There was a different insurer that underwrote the policy before September 2023. Whilst there was a change of insurer during the time Mr W has had a policy, the administrator remained the same and handled matters on each insurer's behalf. This is important for the reasons I've explained below.

## **What happened**

Mr W has a pet insurance policy for his two dogs. The current policy is underwritten by Wakam.

When Mr W made a claim for treatment for one of his pets in 2023, from the vet history, the administrator noticed that Mr W's pets had been neutered and adjusted this on the policy in December 2023. This reduced the policy premiums.

Mr W complained that the administrator had the vets notes in 2022 during a previous claim so he says they should have noticed this sooner and adjusted his policy, consequently he said he's been overcharged since mid-2022.

The administrator said that the claims team now carry out tighter checks on policy details against vet records and this was why it had now been picked up. They said the responsibility to make sure the records were correct was Mr W's, but they agreed, on behalf of Wakam, to backdate the difference in premiums to the latest renewal in September 2023. This resulted in a refund of £23.92.

Mr W remained unhappy that the administrator hadn't refunded the difference back to mid-2022, so he approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said the responsibility was on Mr W to make sure the policy information was correct and as he hadn't updated the administrator, she didn't recommend any further refund be provided.

Mr W didn't agree and asked for a final decision from an ombudsman.

I issued a provisional decision to give both parties an opportunity to comment on my initial findings before I reached my final decision.

## **What I provisionally decided - and why**

In my provisional decision, I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*I've reached the same overall outcome on this complaint about Wakam as our investigator (that no further refund is due from Wakam), but for different reasons. So, I'm issuing a provisional decision to give both parties an opportunity to comment on my initial findings before I reach my final decision.*

*Having considered all the information provided, I don't think our investigator looked at things correctly. I'll explain why.*

*This case is set up against Wakam, who is the current underwriter of Mr W's policy and has been since September 2023. And since Mr W raising his concerns, the administrator, on behalf of Wakam, has provided a refund of the overpayments charged dating back to the September 2023 renewal. Therefore, for the policy year from that renewal date onwards, the premiums charged have been correct. Mr W is effectively in the position he should have been in if the policy had his pets listed as neutered since the renewal in September 2023.*

*Our investigator said that Wakam didn't have to provide any further refunds prior to September 2023. I agree with this, but for different reasons to the investigator.*

*Wakam has only actually been the underwriter since September 2023. So, Wakam would only be responsible for any premiums since then. I think our investigator missed this.*

*Our investigator doesn't appear to have realised the policy before September 2023 was actually underwritten by a different insurer. Whilst the administrator was the same on behalf of each insurer, the actual insurer behind this was different, and they were separately responsible for the premiums charged in their respective period of cover.*

*So, as far as this case against Wakam is concerned, I don't intend on directing them to do anything further. And that's simply because for the time they were insurer of the policy, by Mr W already receiving a refund of the overpayments, he's paid what he should have, and hasn't been overcharged by Wakam since September 2023. And Wakam isn't responsible for the policy or premiums prior to this date.*

*I'll issue a separate decision in relation to the period before Wakam was the insurer and will write to Mr W and that insurer (and the administrator) separately about that."*

So, I wasn't minded to uphold the complaint.

## **The responses to my provisional decision**

Mr W responded and said he agreed with the provisional decision and had nothing further to add.

The administrator, on behalf of Wakam, didn't provide any comments in response to the provisional decision beyond noting the complaint about Wakam hadn't been upheld.

### **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.

And I've thought carefully about the provisional decision I reached. As neither party has provided anything in response to my provisional decision that would lead me to reach a different conclusion, my final decision remains the same as my provisional decision, and for the same reasons.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 January 2025.

Callum Milne  
**Ombudsman**