

## **The complaint**

Mr R complains that Antares Insurance Company Limited is responsible for mishandling a pet insurance policy.

## **What happened**

The subject matter of the insurance and the complaint was a male dog born in November 2015. One of the parents of the dog was of a certain breed that - years later - caused the issue between Mr R and Antares.

On about 20 June 2016, Mr R went online and insured the dog. He described him as a “mongrel” of medium size (10 to 20 kg).

The policy was branded with the name of an insurance intermediary. The policy renewed from June each year. The renewal documents said that the dog wasn’t neutered and his weight was 10 to 20 kg.

For the year from 20 June 2024, Antares was the insurance company that was responsible for providing cover. Much of the complaint is about acts or omissions of the intermediary. Insofar as I hold it responsible for them, I may refer to them as acts or omissions of Antares.

On about 9 August 2024, Mr R contacted Antares. He said the dog was neutered and his weight was about 26 kg.

Antares asked the breed of the dog. When Mr R mentioned the breed of one of the parents, Antares said that it didn’t insure dogs of that breed, or their offspring. Antares said that it was cancelling the policy with effect from 20 August 2024. Mr R complained to Antares about the cancellation.

By a final response dated 3 September 2024, Antares turned down the complaint. However it made the following offer:

*“Underwriters have agreed on this occasion to honour your policy cover and reinstate the policy, without loss of cover, ensuring [your dog] remains covered for vet fee costs, up the maximum indemnity limit of your Silver policy, subject to sub-limits and exclusions.*

*Moving forwards Antares have agreed to reinstate with the following rules:*

- *For Liability coverage we would not offer cover.*
- *For Vet Fee coverage we will provide cover.*

*Please let me know by reply if you are happy to proceed with the reinstatement of your policy, in which instance we will immediately arrange. Please be aware that we have updated [your dog’s] breed from A Medium Mongrel (10 – 20kg) to A Large*

*Crossbreed (more than 20kg) and that this will have an impact on the pricing of your next policy renewal, due on 20 June 2025, as will be calculated on this new criteria.”*

Mr R didn't accept that offer.

Mr R brought his complaint to us in mid-September 2024. He asked us to direct Antares to refund all the premiums he'd paid since 2016.

Mr R told us that he'd paid vet fees. Sadly, the dog died in December 2024.

In late January 2025, our investigator didn't recommend that the complaint should be upheld.

She thought that Antares' offer to reinstate the policy had been fair.

Mr R disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The policy was never valid despite Antares receiving his money for it.

Our investigator asked Antares if it would still reinstate the policy and settle the vet fees. Antares asked for an ombudsman to review the complaint.

### **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.

Consumer Insurance (Disclosure and Representation) Act 2012 (“CIDRA”) imposes a duty on a consumer to take reasonable care not to make a misrepresentation when taking out or varying an insurance policy. If a consumer breaks that duty and the misrepresentation is “qualifying” under CIDRA, then the insurer has certain remedies.

The remedies include declining a claim and treating the policy as void. If the insurer treats the policy as void then it must refund the premiums unless it shows that the misrepresentation was reckless or deliberate.

I accept that, when Mr R took out the policy in 2016, the intermediary had a list of certain breeds that it wouldn't insure (or their offspring). That list included the breed of one of the parents of Mr R's dog. The intermediary's website included that list.

Mr R paid the premiums. From what he and Antares have each said, he didn't make any claim.

For the year from 20 June 2024, Mr R's premium was about £417.00. From what I've seen, he was paying that by direct debit instalments of about £35.00. I find it likely that he was paying instalments in advance up to the 20<sup>th</sup> of each month.

Mr R complained about the cancellation in early August 2024. The cancellation took effect on 20 August 2024. So I don't find it likely that Mr R had paid any more than the instalments for cover up to that date.

The final response included the following:

*"I would like to apologise for the understandable upset and shock caused on discovering your insurance cover was invalid due to [your dog's] part breed mix being on our Underwriter's excluded breed list."*

That said that the cover was "*invalid*". So I can see why Mr R thought he was entitled to a refund of the premiums he'd paid.

However, Antares did not say that Mr R had made a careless misrepresentation of the breeding of his dog. And Antares did not say that it was treating the policy as void under CIDRA. Rather, Antares said that it was cancelling the policy.

Moreover, the final response contained Antares' offer to reinstate the policy without loss of the cover for vet fees. I consider that this was a reasonable offer to reverse the cancellation. That would've provided a good outcome to his complaint.

Mr R had the benefit of that offer of cover. It was Mr R's choice not to take Antares up on that offer. So the policy remained cancelled and Mr R didn't make a claim for vet fees.

### **My final decision**

For these reasons, I don't find it fair and reasonable to direct Antares to refund Mr R's premiums or to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 May 2025.

Christopher Gilbert

**Ombudsman**