

## **The complaint**

Mr G's complaint follows a claim he made on a pet insurance policy sold to him by Tedaisy Underwriting Limited ('Tedaisy').

Mr G says the policy was missold and that this affected him financially and emotionally.

## **What happened**

Mr G took out a pet insurance with Tedaisy online. He bought the policy through a price comparison website.

Mr G says that when he took out the insurance, he thought he would be covered for situations where his pet required urgent care and that this didn't bear out when he made a claim on the policy. He also says that Tedaisy's symptom checker led him to conclude his claim would be covered by the policy before he sought treatment for his pet. In addition, Mr G says a number of things weren't made clear to him when he bought the policy- in particular the excess applicable to his claim as well as the further deductions that were eventually applied by his insurer.

Tedaisy said they provided Mr G with all the information he needed to satisfy himself of the type of cover he was getting and what was covered under the policy at the point of sale.

Our investigator considered Mr G's complaint and didn't uphold it. Mr G doesn't agree so the matter has been passed to me to determine.

## **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 don't uphold Mr G's complaint. I'll explain why.

Given the way in which the insurance was sold and in the absence of either party providing me with anything to support that this particular product was recommended to Mr G, I'm satisfied that the sale was conducted on a non-advised basis. That means that Tedaisy needed to provide Mr G with enough information to allow him to satisfy himself that the cover he was taking out was suitable for his particular needs and circumstances.

In this case Tedaisy have provided screenshots of what Mr G would have seen when he took out the insurance. Mr G's primary complaint was that he didn't know he wouldn't be covered for out of hours veterinary costs unless those costs were for life saving treatment. He says he discovered this when the insurer of the policy turned down his claim for out of hours veterinary costs as the treatment to his pet was determined to be for something that wasn't lifesaving treatment.

When selling insurance, we wouldn't expect a consumer to have their attention drawn to every single policy term - but rather only those we'd consider to be significant or unusual terms. In this case I'm not satisfied that the term in relation to out of hours treatment was

either significant or unusual. I say so because this kind of term is quite common across pet insurance policies more general. From what I can see Mr G was provided with both the policy wording and a document entitled Insurance Product Information Document (IPID) which summarised the cover he was getting. In both of those documents the policy term that the insurer of the policy relied on to turn down his claim was noted. So, I'm not satisfied that Mr G wasn't provided with any information at all about this exclusion.

Mr G says that he was also not provided with any details of the excess applicable to his claim as this appeared blank in the screens he was presented with and that he also wasn't aware of the other deductions his insurer applied to his claim, such as consumables, prescription charges and anything beyond a maximum mark up of 100% for veterinary charges. I can see from a screenshot Tedaisy have supplied that Mr G was provided with a screen at the point of sale setting out the excess applicable to all claims. Tedaisy said this was made available as a summary when Mr G clicked the 'more details' button required to purchase the policy from the comparison site. I can see that the excess is also noted within the policy terms and IPID supplied before the point of sale. I can appreciate that the excess is a key component that a policyholder would want to know about when purchasing the cover so I would expect it to have more prominence than the policy terms than the other term I've mentioned. For the reasons I've set out above I think Tedaisy did this when they provided their summary of cover being offered including the excess, before Mr G went on to purchase the policy.

As for the remaining items Mr G is concerned weren't made clear to him- namely costs and charges made by the vet to provide a prescription, the limitation of a payment to a maximum mark up of 100% for veterinary treatment and any costs that don't relate directly to the treatment of an illness such as single use items, I'm satisfied that the policy terms themselves do adequately cover those. I wouldn't however expect Tedaisy to have drawn Mr G's attention to them because I don't consider them to be either significant or unusual.

But even if Tedaisy had not provided Mr G with adequate information about the terms he's cited above that led him to make this complaint, I would also need to determine that Mr G would have done something differently and not taken out this cover had Tedaisy made the terms clear to him to conclude the policy was missold.

As I've said above the terms Mr G is unhappy with are common across pet insurance policies generally. So, I think it's unlikely he would have sought and necessarily found insurance elsewhere that didn't at least contain some, if not all of those terms. And given Mr G's complaint is now being made with the benefit of hindsight, following his claim being declined, I think it's unlikely he would have found the specific terms he's complained about so alarming from the outset that he wouldn't have decided to take this policy out at all. I say so because he wouldn't have been able to predict the specific circumstances he later found himself in. And even if he decided not to take cover out as a result, I don't think he would have been worse off because it's clear his pet needed urgent treatment, albeit not lifesaving and the information he supplied in his claim form was that he sought an out of hours vet because his veterinary surgery was closed. The testimony Mr G has provided supports that as a responsible pet owner he sought treatment when it was needed so I think he would have always done this even if he didn't have insurance in place. For these reasons I don't agree that the insurance was missold because I don't think Mr G is worse off as a result of buying the cover, because he would have always incurred the costs he did. In addition I think the cover would still have been useful to him for circumstances that did fall within the policy terms.

Mr G has also complained that Tedaisy's symptom checker led him to conclude he was covered for the treatment he sought for his pet as it directed him to seek urgent medical attention. I've looked at the screenshots he's supplied but there is nothing in them to support

that they mean the insurance will cover him for the treatment he sought nor that the symptom checker was representative of an assessment of his claim. I appreciate that Mr G says it didn't say it was not a claims checker, but I don't think it needed to. The symptom checker was simply a helpful tool intended to assist policyholders in determining how best to approach problems their pet might be experiencing. From what I've seen there was no suggestion it was anything more, so I don't think the provision of this service nor the advice contained within it meant that Mr G's claim would be covered by his insurer, such that Tedaisy were responsible for this.

Finally, I appreciate that Mr G was unhappy with the time it took Tedaisy to respond to his complaint. As the investigator explained, complaint handling is not a regulated activity on a standalone basis so I can't consider this issue.

### **My final decision**

For the reasons set out above, I don't uphold Mr G's complaint against Tedaisy Underwriting Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 April 2025.

Lale Hussein-Venn  
**Ombudsman**