

## **The complaint**

Miss F has complained that she was mis-sold her pet policies for her two cats underwritten and sold by Allianz Insurance Plc. She complained the required double loyalty points to a supermarket loyalty scheme which I shall call N weren't added to her loyalty account, as was promised, when she bought a policy for each of her two cats in 2019.

## **What happened**

Miss F said she was induced by an offer by Allianz to change her pet insurance for each of her two cats in 2019 given the fact she would receive double N points for doing so. She said she did this over the phone and gave in her N number at that time. However, points weren't added to her N account until 2021. So, Miss F complained about the missing points concluding consequently that her policies were mis-sold.

Allianz said Miss F applied for her policies online and her N number wasn't added until 2021. It did search for the call recording for 2019 that Miss F said took place, but due to its data retention policy any call recordings in 2019 would no longer be available.

Allianz also contacted N. N said in order to receive the double points N needed to be contacted with the customer's policy details and the N account number. N said it wasn't provided with Miss F's N account number until 1 February 2021.

Miss F also said she had contacted Allianz, the supermarket bank or insurance company and N over this issue. However, Allianz could only find a contact made by Miss F, in January 2020 on its records when she asked for her policy renewal documents. Miss N made no mention of any N points according to its system notes. Allianz also explained it didn't have any control over the application of these loyalty points, as that was done by N.

However, Allianz said for the loss of expectation it would pay her £50 as a gesture of goodwill, and it said it represented 10,000 points in N.

Miss F declined this and brought her complaint to us. The investigator didn't think it should be upheld. Miss F disagreed so her complaint has been passed to me to decide.

## **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.

In this decision, I can only consider what if anything Allianz did as the seller and underwriter of the two pet policies when Miss F bought her two cats. This is because under our rules I can't make any decision against two businesses regulated by the Financial Conduct Authority (FCA) in the same decision. I can only make a decision against one business at a time.

The policies are sold and underwritten by Allianz on behalf of the insurance/banking arm of the supermarket which is also regulated separately by the FCA. So, I can't discuss anything the insurance/banking arm of the supermarket did. That is because the insurance/banking arm of the supermarket is not Allianz, so any complaint about them must be set up separately.

That supermarket also at least administers or possibly runs the entity I have called N which administers the collection and rewards of these loyalty points which concerns Miss F's complaint. In Miss F's response to the investigator's she also complains that N won't give her an itemised account, but I can't consider the actions of N in this decision though. As far as I understand it presently, I don't think N or anything it does is regulated by the FCA so I am not permitted to look at anything it might have done or not done as regards the issue Miss F is complaining about.

Therefore, given the breath of Miss F's complaint and her response to the investigator's concerning other businesses which are not Allianz, my decision here will only concern anything Allianz did or didn't do. And having looked at everything, I'm not upholding this complaint. I do understand and appreciate Miss F will be disappointed, so I'll now explain why.

Allianz explained Miss F complained to the present underwriter of the pet insurance offered by the supermarket who then passed the complaint to it.

Miss F is adamant she set up these policies for her two cats by phone. Allianz believes she set them up online as that's what its system told it, but it can't produce any copy of Miss F's online journey, as it stopped underwriting these policies over five years ago. Likewise, Allianz said it can't retrieve any call recording around the time Miss F said she set up these policies in 2019. This is due to its data retention policies.

Given Allianz no longer underwrites or sells these pet policies, I don't consider it unusual that it can't provide the evidence of her online journey. However, without that evidence to show Miss F bought these policies online, I consider Miss F's evidence that she talked to someone on the phone to buy these policies is more likely correct. As regards the fact that Allianz can't locate any call recording from 2019 due to its data protection policy, I don't consider this is unusual or indeed wrong, given the strictness of the regulations concerning the retention of customers' data that exist. It would be very unusual any insurer would keep call recordings that long once it had stopped underwriting the policies too.

There is no dispute that Miss F bought these policies and that in doing so she would get extra N points on her N account. There is also no dispute that these points didn't start to be allocated to her N account until 2021 as N told Allianz this is the first time it was provided with her N account number. Allianz has no control over how or if N applies points or not. There is no evidence to show me what if anything Allianz did wrong here as regards the delay in the points being put on Miss F's N account. Or indeed whether that mistake was done by N instead. I can't interrogate N or its practices either.

However, I can see that Miss F received £35 compensation from the supermarket insurance arm via their letter to her of 24 August 2024, which they said is equivalent to 7,000 N points. Allianz also provided £50 compensation to Miss F in its letter to her of 18 November 2024 which it said it understood to be worth 10,000 N points.

I consider consequently that Miss F regardless has now been compensated for the N points she lost between 2019 and 2021. I consider this is reasonable. Therefore, I don't consider the policies were mis-sold, as in any event Miss F both benefitted from the policy coverage for both of her cats and indeed received her points from 2021 until 2023 when the N points

scheme terminated. And now she has received compensation equivalent to 17,000 N points also.

### **My final decision**

So, for these reasons, 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 Miss F to accept or reject my decision before 25 July 2025.

Rona Doyle  
**Ombudsman**