

The complaint

Miss B has complained that Admiral Insurance (Gibraltar) Limited never explained that its benefit of cover for a special diet in her pet policy was only limited to a special diet related to bladder stones or crystals in the urine of any pet insured.

What happened

Miss B had other insurance with Admiral for her car and her home. Admiral marketed that pet insurance was also available, so Miss B bought a policy for her dog in 2020. She said she never received any policy documents though. So, when she asked for cover for her dog's special diet in November 2024, which was unconnected to bladder stones or crystals in urine and was consequently declined, she complained about the lack of any policy documentation since 2020. She also complained that when she called an Admiral adviser about her 2024 renewal, that adviser didn't explain things at that stage either.

Admiral upheld the fact that no policy document had been sent to her when she requested it in 2024 and apologised. It also paid her £25 compensation for this. However, it said in 2020 the pet policy was underwritten by a different insurer and administered by a different broker even though the insurance cert and schedule mentioned Admiral's name.

Miss B was of the view she had bought her pet policy in 2020 from Admiral and no one else. So, as she remained dissatisfied, she brought her complaint to us.

The investigator was of the view that the Admiral adviser in 2024 who Miss B talked to, didn't do anything wrong as the call recording was only about the renewal and updating Miss B's address. Nothing was discussed about the special diet benefit.

The investigator also explained that Miss B's complaint about not receiving any policy documentation in 2020 was down to the underwriter/insurer and administrator then involved, neither of whom were Admiral. The investigator explained Admiral had passed that part of the complaint to those entities. Given consequently that Admiral wasn't actually responsible for the policy administration at that time in 2020, which would have included providing access or where to locate the policy documents, those entities needed to respond to that part of Miss B's complaint instead of Admiral.

However, given Admiral was the policy administrator and policy underwriter in 2024, as Admiral had taken back in the pet policy under its own commercial umbrella then, the investigator was of the view that it was appropriate for Admiral to apologise that its adviser didn't send out the policy to Miss B in 2024 and that it paid her £25 compensation. Both of which she thought was reasonable.

Otherwise, the investigator didn't think Miss B's complaint should be upheld.

Miss B responded that as far as she was concerned she always purchased her insurance from Admiral and not any third party. So, she had no way or any obligation to contact any other entity about this policy. Also, she believed there was no caveat on regarding the

special diet either directly on the advert on Admiral's webpage at the time, or in the provided policy summary at each renewal which she had received. So, on this basis Miss B requested an ombudsman's decision, and her complaint was 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.

I've spent some considerable time in unsuccessfully trying to find out what policy documents would have been available for Miss B to access and read from 2020 when she first bought this policy. I do apologise that this took some time too, so delayed my decision on Miss B's complaint.

I can see that whilst the policy was marketed by Admiral and sold under its banner of insurance policy offerings, it was administered by a different broker and was underwritten by a different insurer. And although Admiral said it passed that part of Miss B's complaint to those entities, Miss B hasn't yet indicated if she has heard anything from them concerning this part of her complaint.

Consequently, I consider that it remains that if Miss B wants to pursue her complaint about the mis-sale of this policy on the basis that the restriction of the benefit concerning the special diet cover wasn't explained, Miss B will have to direct that part of her complaint to those entities. These entities are detailed on her Schedule of Insurance for example in 2023 and were also detailed on Admiral's letter of 20 September 2024 when Admiral wrote to Miss B explaining it was taking on the administration and underwriting of the policy itself in 2024. If Miss B has any difficulty with this, the investigator can help direct her complaint to the right entities.

However, insurers are always permitted to change policy terms and underwriting criteria in lifetime pet policies at each annual renewal as it is a 12 month annual contract. For example, in the 2022 terms of business of these other entities involved in the administration and underwriting of this policy, it says:

'Renewal

All our policies are annual policies, which run for 12 consecutive calendar months effective from the commencement date. Before the end of each 12-month period we will contact you by email or by post where no valid email address is provided, to inform you about any changes to the premium and/or policy terms and conditions for the next 12 months.'

This is standard in lifetime pet policies so I don't find it unusual or very significant and if there were any changes Miss B would have received notice of those changes in her renewal invite too, (which she always received) so would have been aware of them regardless of the fact that she says she never received the policy documents since 2020.

Oddly, I'm not 100% sure when precisely Miss B made her claim for the cover of £250 towards her dog's prescription diet as that is not fully detailed in the file. But it appears that was after Admiral took back its administration and underwriting of this policy in September 2024 and around the 15 November 2024. There is a file note saying Miss B called on 15 November 2024, as she wanted to claim for the special diet cover but was told she couldn't as it only covered bladder stones and crystals in urine, and her dog was suffering colitis instead. This then led to Miss B's complaint about not receiving the policy documents.

Effectively that means the possible claim was made after Miss B's renewal on 20 October 2024, where Admiral underwrote the policy so the relevant policy wording concerning Miss B's claim was the policy wording issued by Admiral, underwritten by Admiral and administered by Admiral too.

It is accepted by Admiral that Miss B didn't get a copy of the policy when she requested it when she talked to the adviser to update her address in 2024 after she received the renewal invite direct from Admiral this time. And so, Admiral then posted it out to her and gave her £25 compensation. Very peculiarly, Admiral never forwarded this service, a copy of its policy which it sent to Miss B either. Sadly, the matter got focused on the policy documentation available to Miss B in 2020 instead, given what Miss B had complained about.

However there seems there is no dispute from Miss B that the special diet cover was solely related to issues concerning bladder stones and crystals in urine and therefore Miss B couldn't make a claim for the special colitis diet her dog required. Her complaint isn't about this claims decision being wrong as Miss B has clearly complained only that she never understood the limitations on the special diet benefit, because she never saw any policy document since 2020. Nonetheless it is clear to me that Miss B did receive her 2024/2025 policy document covering the policy year from 20 October 2024 from Admiral in any event.

So in conclusion, if Miss B wants to continue to complain about the fact she never received policy documents from 2020 to 2024 which she believes shows the policy might have been mis-sold to her, she must direct that complaint to the administrator and insurer who was involved then as it was not Admiral's responsibility at that time, although it marketed the matter which has been somewhat confusing for Miss B too. Again, the investigator can help direct Miss B to the correct entities.

Otherwise, I consider Admiral did enough by sending the policy document to Miss B after the adviser she talked to in 2024 didn't. I also consider it was reasonable that Admiral paid her some compensation for this. The sum of £25 is in line with our approach to compensation for these sorts of matters so I consider it to be both fair and reasonable.

Lastly for the avoidance of any doubt in the call recording in 2024 with Admiral's adviser after Miss B received her renewal invitation directly from Admiral this time, there was no mention of the limitation of benefit for the special diet cover between Miss B and this adviser.

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 B to accept or reject my decision before 17 November 2025.

Rona Doyle Ombudsman