

## The complaint

Mrs D complains about what HDI Global Specialty SE did after she made a claim on her pet insurance policy.

## What happened

In January 2025 Mrs D claimed on her policy for treatment her dog (M) received for an ear infection. HDI turned down the claim. It said the policy didn't cover a pet which had shown signs of aggressive behaviour. Based on M's veterinary history it thought that applied here. It declined the claim and cancelled the policy (and refunded the premiums).

Our investigator didn't think HDI had acted fairly. She didn't agree the vet's notes evidenced M had displayed signs of aggressive behaviour. And she wasn't satisfied Mrs D had given inaccurate information about this (in response to the assumptions she was presented with) when taking out the policy.

As Mrs D had taken out cover elsewhere she said HDI should reinstate its policy to cover the claim period and reconsider that claim against the remaining policy terms. And it should add interest at 8% simple to any payable claim from when the claim should have been paid until it was (Mrs D would need to pay the premiums for the cover period). It should also pay her £500 in recognition of the distress and inconvenience it had caused her.

HDI didn't agree and asked for an Ombudsman to review matters. It drew attention to the assumptions Mrs D agreed to when the policy was taken out. If she hadn't done that it would never have offered cover. And it thought the policy was clear that any pet which showed signs of aggressive behaviour was excluded from cover. So I need to reach a final decision.

## 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.

The relevant rules and industry guidelines say HDI has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mrs D's policy. That does cover treatment for a pet carried out by a vet or qualified specialist. But it contains a general exclusion which says the policy doesn't cover *"any pet that has previously shown signs of aggressive behaviour, been trained to attack or is used for guarding"*.

HDI thinks M had previously shown signs of aggressive behaviour. It says there are *"multiple mentions"* of that in the medical history. I've reviewed those notes and I don't think that's a fair characterisation of the position. There is a reference in July 2024 to M trying to bite but that's in the context of a vaccine being administered. There are also other references to M being nervous while at the vet's and to displaying signs of fear aggression.

However, the policy refers to “*aggressive behaviour*” rather than simply aggression. And it doesn’t then provide any further definition (or examples) of what it means by that. In the absence of that I think it’s reasonable to say for the exclusion to apply M would need to show behaviour that was aggressive and which went beyond what would be expected of a dog in that situation. I’ve not seen evidence M’s behaviour while at the vet wasn’t a reasonable and proportionate reaction to a procedure or environment she was uncomfortable with. And HDI hasn’t provided any evidence of M displaying aggressive behaviour in other situations. In the absence of that, and having taking into account the veterinary evidence, I don’t think it was fair of HDI to apply the aggressive behaviour exclusion.

HDI also says Mrs D confirmed a number of assumptions when taking out the policy. And if she hadn’t agreed to those it wouldn’t have offered cover at all. HDI is therefore saying there was a misrepresentation when the policy was taken out. So I’ve thought about what the relevant law says which is the Consumer Insurance (Disclosure and Representations) Act (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out an insurance policy.

CIDRA sets out a number of considerations for deciding whether a consumer failed to take reasonable care. One of these is how clear the question asked was. In this case one of the assumptions Mrs D was asked to agree to was “*your pet has no vicious tendencies or been trained to attack*”. I understand she agreed that assumption was correct. I’ve thought about whether it was reasonable of her to do so.

For similar reasons to those I’ve already set out I think it was. I don’t think the incidents recorded in the vet’s notes, where M was clearly uncomfortable with the examinations that were taking place, evidence she had vicious tendencies. As I’ve already said I think they were a normal and proportionate reaction to a situation M was uncomfortable with. I therefore don’t agree Mrs D made a misrepresentation when taking out the policy. It follows that I don’t think it was fair or reasonable of HDI to cancel the policy from inception.

### **Putting things right**

Mrs D says she’s taken out cover elsewhere so no longer wants to continue with her policy with HDI. However, in order for the claim she made to be considered she would need to have a policy in place. So I agree with our investigator that HDI should consider the claim against the terms that would have been in place (and won’t be entitled to rely on the aggressive behaviour exclusion). It should also remove any reference to the policy having been cancelled from its records and any other database where this has been recorded.

If the claim is payable HDI will be entitled to deduct from the settlement amount the premiums that would have been payable for the time cover would need to have been in place. Our investigator also recommended HDI should pay interest on the settlement amount if the claim was payable. However, we can only award interest on a money award (where we’re directing a business to make payment to consumer). As that isn’t the case in relation to this claim I’m not able to direct HDI to do that.

But I do agree Mrs D has been caused reasonably significant distress and inconvenience by what HDI got wrong. Not only has she had her claim wrongly declined she also had her policy cancelled. That in itself will have been upsetting and meant she had to obtain cover elsewhere. Taking into account the impact on her of what happened I think the £500 our investigator recommended is reasonable. So HDI will need to pay that amount to Mrs D.

### **My final decision**

I’ve decided to uphold this complaint. HDI Global Specialty SE will need to put things right by

doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 8 August 2025.

James Park  
**Ombudsman**