

The complaint

Mr A's complaint is about a pet insurance policy he purchased from TICORP Ltd trading as Petsure ('Petsure').

Mr A is unhappy about the way in which the policy was sold to him and several representations he feels Petsure made.

Mr A's complaint is brought by a representative on his behalf, but in this decision, I shall refer to all submissions made as being his for ease of reading.

What happened

In December 2022 Mr A took out a pet insurance policy from Petsure online through a comparison website. During the sales process, he was asked by Petsure to confirm a number of assumptions, including whether his pet had visited a vet in the last 12 months. Mr A ticked 'yes' to this. But when he came to make a claim on the policy the following year, it became apparent that the pet hadn't in fact visited the vet in the 12 months before the policy started. As a result, Petsure said the policy wasn't valid and voided it. In doing so then refunded the policy premiums Mr A had paid them.

Mr A is unhappy with the way the policy was sold to him and the consequences of the sales process. He says:

- It was not made clear to him what would happen if he didn't agree to the assumptions listed and what he could do if he didn't think they were correct;
- Petsure misled him by advertising they paid out 94% of claims based on 2020-2021 data and claiming they had over 20 years of claims handling experience;
- Petsure pay £140 in Amazon vouchers to people to encourage positive Trust Pilot reviews, which is unfair.

Petsure said that if Mr A wasn't sure about whether he should answer 'yes' to the assumptions presented to him, he could have contacted them to discuss things. They also set out during the sales process that if any information given was incorrect, this could invalidate cover. This was then confirmed in the policy terms which were later supplied to Mr A.

Petsure also said that at the time of advertising, the figure of 94% in relation to paid claims was correct but this is now out of date so it has been removed from their website. And they maintain that the 20 years of experience of claims handling is correct because it references the experience within their team. They also said they don't offer people £140 in Amazon vouchers to provide positive Trust Pilot reviews.

Mr A remained unhappy so referred his complaint to the Financial Ombudsman Service. He made a number of assertions in response. In summary he said that the way the information was presented to him when he took out the policy took no account of how he processes

information, given he has a form of Autism. He also thought that Petsure would conduct their own checks to ensure the information he gave was correct- like carrying out a background check on his pet or asking for proof of the assumptions made from him.

In addition, Mr A also feels the positive information both on Petsure's own website lulled him into a false sense of security about their integrity and that when he communicated with Petsure about his claim he felt discriminated against.

Our investigator considered Mr A's complaint and concluded it shouldn't be upheld. She said:

- that whilst having a form of Autism might have meant it wouldn't have occurred to him to clarify whether the assumption he agreed to about his pet's veterinary history should have been answered differently, he was asked to confirm that the information he'd given was accurate and to the best of his knowledge and warned that any incorrect information could invalidate his cover or cause the claim to be declined.
- there's nothing to suggest that the statements given on Petsure's website were incorrect at the time or that Petsure were offering people £140 Amazon cards to write positive reviews on Trust Pilot.
- she hadn't seen anything in how Petsure had treated Mr A that meant they had discriminated against him or treated him unfairly.

Mr A doesn't agree, so the matter 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.

Having done so, I don't uphold Mr A's complaint. I've explained why below.

The sale of the policy

Mr A says that the assumptions that were presented to him when he took out the policy didn't take account of the fact that they could be misconstrued by people with a developmental disorder like his because they struggle with communication, processing and understanding information.

Petsure were under a duty to treat their customers fairly. The Financial Conduct Authority ('FCA') provides both guidance about and sets the standards for what are expected of businesses. In the case of vulnerable customers, the FCA says that firms should do a number of things, including take action to understand the needs of their target market/customer base and respond to customer needs throughout product design, flexible customer service provision and communications. With that in mind, I've considered how the assumptions were presented to Mr A. The screens he was presented with said:

"We've made the following assumptions

- *[Pet] has had a check-up with a vet in the last 12 months*

...

By ticking the box, you confirm the above assumptions are correct"

In order to continue with his purchase of the policy, Mr A had to select 'yes' in answer to that question. And before finalising it, he was presented with a screen that said:

"I confirm that all of the information I've given is accurate and to the best of my knowledge, and any incorrect information may invalidate my cover and cause any claims to be declined.

I know that full benefits and exclusions can be found in my policy documents and agree that it's important to check through all documentation and Petsure's Terms of Business."

I take the point that Mr A felt it was difficult for someone with his developmental disorder to gain meaning from things that are not said and the fact that there was no obvious way to disagree with what the assumptions said, so he took the view there was nothing to disagree with. But I also think the way in which the assumptions were phrased meant that it was made clear Mr A could have chosen not to tick the box to proceed with the sale at all. I appreciate that that wasn't something he wanted to do- because he wanted to purchase pet insurance- but I don't think this means that Petsure did something wrong. I can't see that presenting the information it did in the way that it did, meant that it misled Mr A, in his circumstances to agree to something he wouldn't otherwise have agreed to, had it been presented differently.

I also understand why Mr A says that the warning he received about not providing accurate information didn't lead him to double check the information he gave in his particular circumstances, but for the reasons I've already set out, I think the way the assumption was presented was clear. So, I can't say that Petsure did anything wrong.

Mr A has made the point that there is no good reason why anyone should be able to take out cover that would have been invalidated when it was found his pet hadn't seen a vet in the last 12 months. I agree with this assertion. Had he not ticked 'yes' in response to the assumptions, then cover wouldn't have been provided because Petsure wouldn't have sold him a policy in those circumstances. So, I think a failsafe was in place to cover this kind of situation, it's just that Mr A agreed to something that wasn't accurate which meant he was able to purchase cover when it wouldn't otherwise have been available.

I know Mr A felt that Petsure would go on to validate the information he had provided by doing a background check of some kind or asking for proof of the information he'd given but I haven't seen anything that leads me to believe this was suggested to him or that it was necessarily something that a consumer would expect when buying pet insurance. And I think Petsure's statement about the potential for cover being invalidated or claims declined if incorrect information was given, supported the fact that the onus was on Mr A to answer everything correctly.

Information on Petsure's website and Trust Pilot reviews

Mr A feels that the information given on Petsure's website about the number of claims they paid in 2020-201 and the years of experience they have in claims handling are incorrect and led to him wrongly trusting the business.

It's not the role of the Financial Ombudsman Service to monitor businesses for the way in which they advertise their services on a standalone basis. Nor do we regulate this. We can only address individual complaints that fall within our remit.

Mr A's complaint is that the information Petsure published was false and led him to rely on them as a reputable insurer when purchasing insurance from them. Petsure have said the information on their website was correct at the time Mr A purchased insurance. Mr A hasn't

provided anything persuasive that supports that information was wrong or misleading or that it would have led him to take out a product he otherwise wouldn't have taken. And in the absence of anything that disproves what Petsure have said, I can't say they acted unfairly when selling Mr A insurance.

It's not normally for this Service to determine whether Petsure is entitled to offer inducements to customers in any shape or form. We might however direct a business to put things right if we were satisfied that the information relied on was inaccurate (namely false reviews) when taking out the policy and that a customer might have acted differently if it wasn't for the inaccurate information. The reviews Mr A has referred to in this case don't appear to support what he's saying about Petsure offering customers Amazon vouchers in exchange for positive reviews however. Rather it appears that there were vouchers being offered at one time as incentives for taking out insurance with Petsure and separate requests for reviews being sent to customers. This isn't the same thing as paying customers to write positive reviews, so I'm not persuaded that what Mr A says is right, such that false information led to him taking out insurance that he otherwise wouldn't have taken.

Discrimination

Mr A has said that the staff he spoke to at Petsure when he made a claim on the policy repeatedly undermined him and questioned him and that he felt discriminated against as a result of having a form of Autism- particularly because he says he has reduced intuitive reasoning.

It's not our role to say whether a business has acted unlawfully or not – that's a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So although it's for the Courts to say whether or not Petsure has breached the Equality Act 2010, we're required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint. That includes thinking about what a Court would likely decide if Mr A were to make a claim under the Equality Act 2010.

Autism isn't automatically deemed to be a disability under the Equality Act 2010 but even if in the circumstances of this case, the definition is met, and the provisions of the Act relating to disability discrimination and failure to make reasonable adjustments are relevant considerations. But I don't think Petsure has acted unreasonably here. I've listened to the call recording Mr A had with Petsure and looked at the correspondence between the parties, but I don't think there's anything that Petsure said to him that meant they treated him unfairly.

Petsure were entitled to clarify whether the policy conditions had been met when Mr A made a claim and when they realised this didn't accord with the information he initially said was correct, I can see why they questioned it. That wasn't unreasonable in the circumstances. So I don't think Petsure did anything wrong.

My final decision

For the reasons set out above, I don't uphold Mr A's complaint against TICORP Ltd trading as Petsure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 January 2024.

Lale Hussein-Venn
Ombudsman