

## The complaint

Ms R has complained that Agria Pet Insurance Ltd didn't cancel a pet insurance policy when she had instructed it to and that it had continued to collect the policy premium payments.

## What happened

Agria says on 2 March 2020 Ms R's ex-partner called to transfer two insurance policies into Ms R's name as she would be taking the dogs with her when she moved out of the property they were currently living in. He said she was still living at the policy address at that time.

In June 2023 Ms R noticed that Agria was still taking payments from her in respect of one of the policies. She discovered that the policy hadn't been updated and was still in her ex-partner's name with the old address. She thought that she'd cancelled both policies in March 2020 and she'd previously given Agria her new address.

Agria says that on 20 March 2020 Ms R called to confirm she'd agreed to have the policies put into her name and new direct debit mandates were set up for the premiums. During the call Ms R confirmed she was still living at the address held on the policy.

Agria says that it tried to collect the premium for one of the policies on 24 March 2020 but the monthly payment wasn't paid with Agria being told that the reason was "*invalid mandate*". In April 2020 Agria cancelled that policy due to non-payment. It sent several letters about this to the policy address. It said the letters weren't returned.

It did receive the monthly payments from Ms R's bank account for the other policy. It said it sent renewal documentation every year from 2021 to the policy address and those letters weren't returned either. It said it had no record of any further contact from Ms R after March 2020.

In June 2023 the details for the continuing policy were updated and that policy was cancelled by Ms R. She asked Agria to refund all the premiums it had collected since March 2020. Agria refused, saying that at no point had she instructed it to cancel either policy. Nor had she contacted it in the intervening time to update her address. Agria accepted though that it should have transferred the policies into her name in March 2020 and apologised for that.

Ms R brought her complaint to this service. Our Investigator didn't recommend it be upheld. He didn't think Ms R had shown that she'd tried to cancel the policies in March 2020.

As Ms R didn't agree, the matter has been referred to me.

## 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 have to decide whether Agria acted fairly and reasonably in continuing to collect the monthly payments of the premium by direct debit in respect of one of the policies and in not refunding them to Ms R.

Agria's system shows that Ms R contacted it on 2 March 2020 to request that the policy be transferred into her name. Agria then contacted Ms R's ex-partner who confirmed he agreed to that. On 4 March 2020 Ms R called Agria and set up a new direct debit for payment of the premiums. It has no other record of contact from Ms R until June 2023.

The policy was a type that automatically renewed if the premiums were paid unless it was cancelled by the policyholder. Agria has no record of Ms R asking it to cancel the policy before June 2023. Ms R has provided no evidence to show that she requested cancellation of the policy either. She says she might have called Agria from a withheld work number but if so, she can't remember the date. That information isn't sufficient for Agria to trace the call. Unfortunately Ms R didn't notice that the premiums were still being collected from her bank account.

I'm satisfied that Agria acted fairly in continuing to take the premiums from Ms R's bank account. It could reasonably believe that she wanted the policy to continue. So I don't think it needs to repay the premiums.

Agria should have transferred the policy into Ms R's name in March 2020. It failed to do so and continued to send renewal documents to her ex-partner at the policy address. But the renewal documents didn't contain any personal information that the ex-partner wouldn't already have had, that is details of the insured pet. So in the circumstances I think Agria's apology was sufficient.

### **My final decision**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 26 December 2023.

Elizabeth Grant  
**Ombudsman**