

The complaint

Mr P complains that Pinnacle Insurance Plc (Pinnacle) increased his premium and altered the terms and conditions of his pet insurance policy without his authorisation.

What happened

Mr P says his policy excess increased from a flat £60 fee to 25% of the claim value. He says Pinnacle didn't notify him of this change. When he made a claim in 2023, he was charged £732.96 because of the increased excess contribution. Mr P says he wasn't told about this or the increase in premium. He says there may be a problem with the portal Pinnacle uses, which is why he wasn't aware of the changes.

In its final complaint response Pinnacle says the terms of its policy were applied correctly. This includes the 25% excess contribution. It says Mr P was sent an email on 11 April 2023 advising him to check his renewal information and make contact if there was a problem.

In its submissions to our service Pinnacle says it wrote to Mr P in September 2021. It explained the policy excess should show as a percentage contribution on his certificate of insurance. However, due to an error on its part, it wasn't showing correctly. Pinnacle said this change would be applied from the date of the next renewal. It says Mr P didn't contact it to query his policy terms at any renewal. He only made contact when he was asked to pay £732.96 in April 2023.

Mr P thought this was unfair and referred the matter to our service. Our investigator didn't uphold his complaint. He says Pinnacle had shown it wrote to him in 2021 about the change in the policy excess fee. He says the records also show Mr P registered with Pinnacle's online customer portal in April 2022. This was after the renewal documents had been added for the 2022/2023 policy year. Our investigator thought Pinnacle had done enough to provide Mr P with the relevant information.

Mr P disagreed and asked for an ombudsman to consider his complaint.

It 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'm not upholding this complaint. I'm sorry to disappoint Mr P but I will explain why I think my decision is fair.

Mr P's policy inceptioned in May 2020 to run for a period of 12 months. When a policy term is nearing its end, it's expected that the insurer will send its customer renewal documents. Mr P's complaint is that Pinnacle didn't provide any documents to show an increase in his premium. Or to show that his policy excess was changing from a flat fee to 25% of the claim value (with a minimum payment of £60).

Pinnacle refers to a letter it sent to Mr P in September 2021. It explained its error in not applying the 25% policy excess. And said this wouldn't form part of the policy until the next renewal in 2022.

I acknowledge Mr P's comments that he didn't receive this letter. But I've seen Pinnacle's system records that shows the letter was printed. I don't dispute what Mr P says. But I'm satisfied from the information Pinnacle has provided that this letter was sent to him. It may be that this was lost in transit. But I can't reasonably hold Pinnacle responsible for the carriage of mail.

I've also looked at the system records Pinnacle provided that shows Mr P registered with its customer portal at the end of April 2022. The records show his renewal for the policy year 2022/2023 had been added to the portal a couple of weeks prior to this. I've seen the renewal information that was uploaded. This confirms the policy excess is now 25% of the claim value, with a minimum charge of £60. The covering letter asks Mr P to check the information carefully and to make contact if anything looked incorrect.

I can see that Mr P's premium did increase over the time he had his policy. The 2021/2022 premium was set at £18.87 per month, this increased to £21.70 for the 2022/2023 policy year. I acknowledge Mr P's argument that he wasn't made aware of the increase. But this was clearly communicated in the renewal information uploaded to his portal. I'm satisfied that Mr P was able to access the portal as the records show he'd registered shortly before his policy renewed in 2022.

I acknowledge Mr P's concern that he wasn't aware of the change to the policy excess until he was asked to pay £732.96 in April 2023. I can understand that this must have been upsetting. But Mr P says he hadn't received his renewal documents for 2022/2023. When he was made aware he owed this amount, this was almost a year after his policy had renewed. I'm satisfied this information was made available to Mr P. I'd also expect a reasonable person to make enquiries at an earlier juncture to understand why this information hadn't been provided.

Mr P says there was a problem with the portal when he contacted Pinnacle in May 2023. At this time a document that should've been available, couldn't be viewed. I can see the document in question was made available whilst Mr P was on the call to Pinnacle's agent.

Having considered this point, I don't dispute there was a document missing from the portal when Mr P called in 2023. But this doesn't show there was a problem with the renewal documents when they were added to the portal in 2022. The records support that this information was available on Mr P's portal in April. I note he has since been able to review this information via his portal access.

In summary, I'm sorry Mr P had to pay a higher policy excess charge than he expected to. But I'm satisfied that Pinnacle had communicated this information to him. So, I can't fairly ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 21 August 2023.

Mike Waldron

Ombudsman