

## **The complaint**

Mr B's complaint is about the refusal of a claim made under his pet insurance policy with West Bay Insurance Plc.

West Bay is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As West Bay has accepted it is accountable for the actions of the agent, in my decision, any reference to West Bay includes the actions of the agents.

## **What happened**

Mr B's policy with West Bay started on 7 September 2023. On 8 September 2023, Mr B took his dog to the vet, as it had been coughing since a walk. Around a week later, Mr B took the dog back to the vet, as he was not getting any better. The vet arranged for some X-rays and other test and treatment. It was determined that the dog had inhaled a "*foreign body*" which had caused infection and inflammation of the lungs. Mr B therefore made a claim under the policy for the cost of treatment (over £4,000).

West Bay said the policy does not cover any conditions that arise in the first 14 days of the policy and, as the first visit to the vet in relation to this was on the second day of the policy, it declined the claim.

Mr B is very unhappy with this. He says this restriction of cover was not made clear to him when he took out the policy and if it had been, he could have continued cover with his previous insurer, so there was no gap in cover. As West Bay did not change its position, Mr B referred his complaint to us.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld as he thought West Bay was entitled to rely on the policy term it had.

Mr B does not accept the Investigator's assessment, so the matter has been referred to me.

Mr B has complained about the way the policy was sold to him and the information provided to him at the point of sale. Mr B also says the information provided to him by West Bay was not accessible or sufficiently clear.

West Bay did not sell the policy, so any complaint about the information provided during the sale will need to be addressed by the seller. I am unable to consider the sale of the policy in this decision, which is only about the refusal of the claim by West Bay.

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As the Investigator has been unable to resolve the complaint, it has been passed 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.

Mr B's policy provides cover for vet fees but, like all insurance policies, is subject to various terms and conditions. The terms relevant to this complaint state:

*"What is not covered ...*

*Any illness or symptoms of any illness before, or within the first 14 days of your policy starting whether diagnosed or un-diagnosed (pre-existing conditions).*

*Any accident or injury that happened before or during the first 48 hours of your policy starting."*

It is generally for insurers to decide what cover they want to provide and most pet insurance policies have similar exclusions as set out above, for claims made soon after the policy begins, as well as for conditions that exist before the start of the policy. This is not unusual or unfair in my opinion.

However, this type of exclusion is significant and therefore needs to be made clear to the consumer. Mr B has complained that it was not made clear to him during the sale of the policy. As stated this decision is not about the sale, as the policy was not sold by West Bay. But I have considered the policy documentation provided to Mr B by West Bay.

The cover letter confirming the policy states in the third paragraph:

*"Please remember there is no cover for any illnesses that showed symptoms before your policy starts, or within the first 14 days of cover. There is also no cover for any accidents that took place before your policy starts or within the first 48 hours of cover."*

The same (or very similar) wording is in the Insurance Product Information Document, the statement of fact and the policy wording. These would all have been provided to Mr B. He has suggested he had difficulty accessing them due to complexities of the portal used. However, I am not aware of any convincing evidence they were not available and accessible to Mr B.

Again, I wish to make clear that I am not making any finding in this decision about what was provided to Mr B at the point of sale. The documents I have referred to above are all post-sale documents. However, I think the relevant policy terms are sufficiently clearly and prominently set out in the policy documentation, and as such I am satisfied it is reasonable for them to be applied to Mr B's claim.

Mr B's dog was unwell and attended the vet on the second day of the policy and he said the coughing had started the day before, so within the exclusion time period. Even if I considered what happened to Mr B's dog to be an accident, given he inhaled an object which caused injury, this was still within the first 48 hours of the policy and so excluded from cover. While I can understand Mr B considers this deeply unfair, given he thought he had continuous insurance cover for his dog, I am not persuaded West Bay has acted unfairly or unreasonably in applying the above exclusion to Mr B's claim.

### **My final decision**

Despite my sympathy for Mr B's position, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 13 June 2024.

Harriet McCarthy  
**Ombudsman**