

The complaint

Mr A complains that Forsakringsaktiebolaget Agria (publ) (Agria) unfairly turned down his claim on his pet insurance policy.

What happened

On 24 March 2023, Mr A took out a “*four weeks free dog insurance*” policy online for his puppy. The policy was underwritten by Agria.

On the evening of 4 April, Mr A took his puppy to the vet for his second puppy vaccination. Later that evening, Mr A called the vet saying his puppy was very reactive around the vaccination site. The vet said Mr A should monitor the puppy and make an appointment in the morning if he was still concerned.

A little later that evening, Mr A called the vet again to say his puppy’s pain seemed to be coming from his tummy and he was also yelping when picked up. Mr A took his puppy to the vet for an emergency appointment. The puppy was admitted overnight for treatment and discharged the following morning.

When Mr A claimed for the cost of his puppy’s treatment, Agria turned it down. It said the treatment was for an “*illness*”. It said that, although Mr A’s policy covered treatment costs for an “*injury*” as soon as the policy came into force, it didn’t cover treatment costs for an “*illness*” within the first 14 days – and Mr A’s puppy was treated within that time.

When Agria didn’t uphold Mr A’s complaint about declining his claim, he came to us. Mr A says:

- The 14-day exclusion period for “*illness*” wasn’t made clear to him when he took the policy out.
- The marketing of the policy was misleading because it gave him a much shorter period of cover than four weeks.
- The policy didn’t make a clear distinction between “*injury*” and “*illness*”.
- His puppy had an “*injury*” (as defined by the policy) and so Agria should pay the claim.

The investigator who looked at Mr A’s complaint didn’t uphold it. She didn’t think Mr A’s puppy’s treatment could be classed as an “*injury*”. So she was satisfied Agria had turned down the claim in line with the policy terms. She also said that, although the policy had a 14-day exclusion period for “*illness*”, it gave Mr A cover for 28 days for other things.

Mr A says our investigator hasn’t given her rationale for saying his puppy’s treatment was an “*illness*” not an “*injury*” and so he’s asked for an ombudsman’s 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.

Having done so, I've decided not to uphold Mr A's complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority, sets out rules and guidance for insurers. One of these is that an insurer mustn't unreasonably turn down a claim.

In deciding whether Agria has acted fairly and reasonably in turning down Mr A's claim, the first thing I've looked at is his policy. This says Agria won't pay costs resulting from his puppy having an illness in the first 14 days of the policy.

The policy defines "*illness in the first 14 days*" as: "*An illness or behavioural disorder that first showed clinical signs in the first 14 days after your policy started...*"

The policy defines "*illness*" as "*changes to your dog's normal healthy state; sickness, disease, bilateral disorders, defects and abnormalities, including defects and abnormalities your dog was born with or were passed on by its parents.*"

Mr A's policy also says it will pay the cost of treatment for an "*injury*" his puppy receives during the 28 days of the policy up to £1,500. For an "*injury*", there's no 14-day exclusion period, so this cover is immediate.

The policy defines "*injury*" as "*physical damage or trauma caused suddenly by an accident*".

The next thing I've looked at is the veterinary evidence we've been given about Mr A's puppy's symptoms. The notes the vet made during the emergency appointment say Mr A's puppy is "*very painful*" and "*repeatably screams*" when picked up from the front. The notes also say: "*difficult to say cause of pain, could be due to sensitivity from injection this evening. No obvious cause.*"

Mr A says his puppy's symptoms were caused by an injection-site reaction which, under the terms of his policy, he says is an "*injury*".

The first thing to say about this is that I don't think the veterinary evidence on what caused the puppy's symptoms is conclusive. The vet's notes say the puppy's pain "*could*" be sensitivity from the injection, are "*possibly vaccine related?*" but also there's "*no obvious cause*".

As I've already said, the policy defines "*injury*" as "*physical trauma or damage*" that is "*caused suddenly by an accident*". Even if it was shown conclusively by the veterinary evidence to be the cause of the puppy's symptoms, I don't think having a vaccination can reasonably be interpreted as "*an accident*" (within the ordinary and natural meaning of that term) that happened "*suddenly*". So I don't agree with Mr A that his puppy had an "*injury*", as his policy defines it.

Again, as I've already said, the policy defines "*illness*" by reference to changes to Mr A's puppy's "*normal healthy state*". Given the veterinary evidence about Mr A's puppy's symptoms which I've described, I think Agria has acted fairly and reasonably and in line with Mr A's policy terms in treating those symptoms as an "*illness*", rather than an "*injury*". That means I don't think Agria has treated Mr A unfairly or unreasonably in turning down his claim, because the policy excludes cover for "*illness*" in the first 14 days.

Mr A says the policy didn't make a clear distinction between "*illness*" and "*injury*". These terms are commonly used in pet insurance policies, often with similar definitions to those

used in Mr A's policy. Insofar as they apply to the facts and circumstances of Mr A's complaint, and for the reasons I've given above, I think the distinction between them is reasonably clear.

Mr A says the 14-day exclusion period for "*illness*" wasn't made clear to him when he took the policy out. Agria has shown us a screen shot of the web journey it says Mr A would've taken when he was offered the free cover. This asks Mr A to tick a box if he wants cover. Beneath it and another box Mr A has to click to continue, there's a statement saying: "*This insurance includes immediate cover for injury, illness cover starts in 14 days.*" Although neither "*illness*" nor "*injury*" are defined in the statement on the screen shot, I wouldn't expect them to be. I think it's enough that the 14-day exclusion period for illness was highlighted in Mr A's web journey before he took the policy out.

Mr A says the policy gave him a shorter period of cover than it marketed. But the policy ran for 28 days, from 24 March to 20 April. And while there was a 14-day exclusion for "*illness*", the policy included cover for 28 days for veterinary fees of up to £1,500 for "*injury*", as well as a contribution of up to £1,000 towards advertising and reward costs if his puppy was lost or stolen. So I don't think the 28-day cover period that was marketed was misleading.

I've considered all the other comments Mr A has made but they don't change my conclusions on his complaint.

My final decision

For the reasons I've given, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 7 December 2023.

Jane Gallacher
Ombudsman