

## **The complaint**

Miss S complains that SEIB INSURANCE BROKERS LIMITED, failed to follow her instructions when it cancelled her pet insurance policy. Miss S asked it to keep this in place after her horse passed away as she intended to make a claim with the legal cover insurance provided within the policy.

Miss S feels SEIB has added distress and inconvenience to this situation as the cancellation of the policy led to issues with a claim being accepted by the underwriter of the legal cover.

## **What happened**

Miss S notified SEIB that her horse had passed away after being put to sleep. This was after an incident with a third party and she said she intended to use the legal cover within her policy to help pursue action against the third party. She asked SEIB to keep the policy in place so it was still live and she was worried that closing it ahead of a claim starting could prejudice her ability to make a claim.

SEIB cancelled the policy from 1 June 2024, the date it was notified that Miss S's horse had passed away.

Miss S attempted to make a claim with the provider of the legal cover (the underwriter) on 18 June 2024 but was told this couldn't be accepted because she had no live policy in place. She feels the actions taken by SEIB to cancel the policy when it did, caused this issue and inconvenience.

SEIB contacted the underwriter and it explained there was a policy in place at the time of the incident and it believed cover should be provided. The underwriter continued to decline to cover the claim Miss S was trying to make and Miss S feels this is because of SEIB cancelling the policy when it had been asked not to.

SEIB said it cancelled the policy inline with its usual procedure but accepted it failed to follow the instructions of Miss S. It said it would look to amend its procedure around this going forward to avoid the risk of other claims having similar issues. But it felt it had acted fairly when contacting the underwriter and providing information about what was in place and when. In recognition of the distress and inconvenience added, it offered and paid £100 to Miss S.

Our investigator looked at this complaint and didn't think SEIB needed to do anything else. They felt as SEIB had contacted the underwriter and explained cover was in place, it had done what it could here to assist. Any decision taken by the underwriter not to pay the claim was not made by SEIB and it had been confirmed cover was in place. They didn't think SEIB acted unfairly when cancelling the policy inline with its normal process, but it was fair to recognise this was not what Miss S had asked to happen and the payment of £100 was a fair and reasonable level of compensation for this.

They felt the insurance product information document (IPID) did fail to set out “caring for” from the relevant cover section. But this didn’t prevent Miss S from making a claim which was later accepted by the underwriter.

Miss S disagreed with our investigator. She said SEIB cancelled the policy when it shouldn’t have and it should have been aware of the impact this cancellation could have on her ability to make a claim. She accepted that the underwriter caused distress when it didn’t initially accept the claim, but SEIB was the catalyst to this with its actions in cancelling the policy when she asked it to remain open.

She maintained that £100 for the distress added by SEIB’s actions was not fair and reasonable and it shouldn’t have been paid without her consent.

Our investigators opinion remained unchanged and Miss S asked that the complaint be referred for 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.

I’ve decided not to uphold this complaint as I agree the compensation already paid by SEIB for the distress it caused is fair and reasonable. I appreciate Miss S will be disappointed by this, but I’ll explain why I’ve made this decision.

I understand this will have been a difficult and distressing time for Miss S with the loss of her horse coming unexpectedly with an incident which would have been extremely upsetting. And the actions of SEIB and the underwriter when she has looked for assistance with her policy will have added to this.

As our investigator has said, while there are two companies involved in this complaint, I have focused on the actions of SEIB and what I think is fair to reflect any failings it made. The claim decision sits with the underwriter and SEIB does not determine whether a claim should be upheld or not.

It is not disputed that when Miss S notified SEIB of her horse’s incident that she made it clear she wanted the policy to be kept open. And despite this request, SEIB failed to do this or explain its normal process would be to cancel the policy from the date in time when the animal insured had passed away. In failing to explain this to Miss S, it failed to manage her expectations on what would happen and what she would have in place at the time when she later called the underwriter to start a claims process with it.

It is right that SEIB recognises this failing with the information it shared. However, I don’t think it acted unfairly when following its normal process with the cancellation of the policy.

The cover was in place at the time of Miss S’s horse’s incident and SEIB confirmed this with the underwriter. So it took steps to explain what had happened since and why, but also why this shouldn’t preclude Miss S from being able to raise a claim with the underwriter. As her horse was insured at the time and this included the benefit of the legal cover provided by the underwriter.

The actions taken by the underwriter and whether it agreed to cover the claim are not the responsibility of SEIB. And while I note SEIB has said it will look to change its process going forward, I don’t consider it unusual or uncommon for a policy to be cancelled when the

animal insured has passed away.

Miss S feels SEIB are responsible for the decline of the legal cover as it sold the policy and in not understanding how this being cancelled could impact her, it has failed to do what it should. Miss S has also said this is miss-selling.

Any complaint about miss-selling would need to be considered by SEIB in the first instance as it was not something raised with it previously. But as I've said, I don't think its actions were unusual and the underwriter should have checked the date of loss and date of the policy cancellation. This coupled with the assurance from SEIB that the policy was in place at the time should have allowed it to continue. If it did not, I think it is fair to say it added delays and inconvenience over SEIB.

There was a lack of expectation management and SEIB could have been clearer on the steps it was going to take inline with its process. This would have allowed Miss S to be better informed when she spoke to the underwriter. But I feel £100 compensation paid in recognition of this is fair and inline with what I'd expect to see. Miss S was not happy this was paid directly when she had not accepted the payment, but it did not prejudice her ability to take the complaint further and so I don't think SEIB acted unfairly sending this payment.

Overall, I've not seen anything to satisfy me it would be fair to increase the award already made on this complaint. The decision on whether a claim was to be accepted was not the responsibility of SEIB. It did fail to provide Miss S with correct information about its process but following this, took steps to help Miss S and her claim to progress by updating the underwriter.

Any back and forth on the claim decision was not SEIB's responsibility – albeit I understand why Miss S places it at the start of this process. But ultimately, it was for the underwriter to decide whether to accept a claim or not. And as I've said, I think SEIB did what it could to assist with questions that came up around the period of cover provided with the policy and paid a fair level of compensation for the distress it added at the start of this process.

### **My final decision**

For the reasons I've set out above, I do not uphold Miss S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 14 February 2025.

Thomas Brissenden  
**Ombudsman**