

The complaint

Mr J complains that West Bay Insurance Plc unfairly declined a claim under his pet insurance policy.

Where I refer to West Bay, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

Mr J holds a pet insurance policy, underwritten by West Bay, effective from 10 October 2023. This is for his dog, M.

On 30 November 2023, Mr J took M to the vets as she'd been increasing "funny with her food" for around 7-10 days, whereby she'd been dropping food and drooling whilst eating, and eating very slowly.

Tests were carried out, and in February 2024, M was diagnosed with immune mediated chronic hepatitis and copper associated hepatopathy. Mr J submitted a claim to West Bay for the associated vet fees.

West Bay declined the claim on the basis that signs / symptoms of the condition claimed for were present in the first 14 days of the policy. It relies on the vet's notes from 30 November 2023 where it says Mr J explained that *"for the last 6 weeks [M] has been getting funny with food"*.

Mr J says the vet's notes aren't an accurate reflection of what he said. He explains he'd mentioned M had failed to finish her food on a couple of occasions towards the end of the previous month (October 2023). But that the issue resolved itself, which is why he didn't take M to the vet sooner.

The treating vet, as well as the Clinical Director of the veterinary practice, provided written testimonies to West Bay that there are multiple causes for a decreased appetite and there is no evidence to suggest this was linked to the condition claimed for. Additionally, a decreased appetite isn't pathognomonic to – nor a symptom that is instantly associated with – immune mediated chronic hepatitis and copper associated hepatopathy.

West Bay maintained its position to decline the claim, so Mr J raised a complaint which he brought to our Service. He's told us that he's been in financial difficulties as a result of the vet bills, leaving him in debt on his credit card and arrears on essential bills which led to a county court judgement against him. Furthermore, he's had to pay debt collector's fees on the vet bills.

Our Investigator upheld the complaint. He said it wasn't fair or reasonable for West Bay to decline the claim based solely on an estimated time frame, especially as there was no

evidence the initial signs / symptoms were associated with the condition claimed for. He recommended that West Bay pay the claim plus interest, £400 compensation, and the debt collector's fees.

Mr J accepted this outcome, but West Bay didn't. So the complaint 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.

The Financial Conduct Authority's (FCA) Insurance Conduct of Business Sourcebook (ICOBS) requires businesses to handle claims promptly and fairly, provide information on the claim's progress, and to not unreasonably reject a claim.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

In this case, Mr J has shown that his dog required treatment for immune mediated chronic hepatitis and copper associated hepatopathy, which is something the policy provides for. So, on the face of it, he's demonstrated that he has a valid claim.

As West Bay seek to rely on a policy exclusion, the onus is on it to show the exclusion applies. The relevant policy terms say:

"This policy will not cover...illnesses which your pet previously suffered arising before your policy started, or within the first 14 days of your insurance policy."

"Section 1: Veterinary fees (treatment to your pet)

What is not covered?

Any illness or symptoms of any illness before, or during the first 14 days of your policy starting (pre-existing conditions).

The policy provides the following definition:

"Pre-existing condition

Any illness or injury or complication directly resulting from another injury or illness, whether diagnosed or undiagnosed or that has been identified or investigated by a vet or is otherwise known to you prior to the start of the insurance."

Mr J took out his policy on 10 October 2023, so he's not covered for any illnesses which occurred or started to occur prior to 24 October 2023.

West Bay say M's condition started in the 14-day waiting period, and it relies on the following entry in the vet's notes:

30/11/2023 *O explained that for the last 6 weeks she has been getting funny with food, O explained that she will not eat dry biscuits and she'll drop treats and eat them slowly, while before she used to eat them like a lab.*

Whilst I can appreciate why West Bay has reached the conclusion it has, it's clear this is an estimated time as there is no specific date of when the symptoms first started. Six weeks

prior to 30 November 2023 takes us to Monday 23 October 2023. So if the symptoms started at the beginning of that week, then they were potentially within the first 14 days. But equally, if they occurred later on that week, they'd be outside the 14-day period.

Given it's unclear whether the first symptoms did arise within the first 14 days or just after it and taking into account West Bay's obligation not to unreasonably reject a claim, I'm persuaded it should've covered it. I'm not satisfied West Bay has acted fairly in these circumstances.

But even if I was satisfied the first signs / symptoms did arise within the first 14 days of the policy – which, to be clear, I'm not – our Service's approach to complaints of this nature is not limited to when the symptoms first arose. We'll also consider whether Mr J knew during the 14-day period that there was something wrong with M which was likely to lead to a claim on the policy.

Mr J has explained he was referring to isolated incidents of M not finishing her food on a couple of occasions. Even if this did happen between 10 October and 24 October 2023, I'm not persuaded he could reasonably have known at that time this was because there was something wrong with M that meant she would need treatment, which would lead to a claim on his policy. I say this because, as M's treating vet has pointed out, a reduced appetite can be caused by a number of reasons and sometimes, for no reason at all.

Furthermore, to demonstrate that the policy exclusion is applicable, the onus is on West Bay to show the incidents of reduced appetite are signs / symptoms of immune mediated chronic hepatitis and copper associated hepatopathy. And I'm not persuaded it's done so. Instead, the medical opinions provided by both the treating vet and the Clinical Director of the veterinary practice are that a reduced appetite is not a specific characteristic or indicative of immune mediated chronic hepatitis and copper associated hepatopathy.

For these reasons, I'm not satisfied West Bay has shown, on the balance of probabilities, it's fair to conclude that the condition claimed for started within the first 14 days of the policy. And it needs to put things right.

Putting things right

Where a business has done something wrong or unfair, our role is to ensure the business puts the customer back in the position they would've been in had everything been done correctly.

In this case, I'm persuaded West Bay should've accepted the claim when Mr J made it – so, in the first instance, it should pay the claim. It should pay interest on the claim settlement, to recognise the time Mr J has been without these funds and to go some way in reimbursing him for the interest he's incurred on his credit cards for this amount.

In addition, Mr J was pursued by debt collectors for the vet bills which incurred a fee of £1,582.70. Had West Bay paid the claim, this fee wouldn't have been incurred so I'm persuaded West Bay should pay it plus interest.

And finally, Mr J has been caused a great deal of distress and inconvenience due to West Bay's actions. Whilst I can't attribute all of Mr J's financial difficulties to the vet bills, these certainly haven't helped his situation. And the instruction of a debt collector would've no doubt made his situation even worse. As such, I agree with our Investigator that West Bay should pay compensation.

My final decision

For the reasons I've explained, I uphold this complaint and direct West Bay Insurance Plc to:

- pay Mr J's claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date Mr J paid the vet until the date he is reimbursed.
- pay the debt collector's fee incurred as a result of Mr J's initial failure to pay the vet bills, plus 8% simple interest per annum from the date Mr J paid it until the date he is reimbursed.
- pay £400 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 4 April 2025.

Sheryl Sibley
Ombudsman