

The complaint

Mr N's complaint is about a claim he made on his Financial & Legal Insurance Company Ltd ('F&L') pet insurance policy, which F&L declined.

Mr N says F&L treated him unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- Mr N's claim for cherry eye to his pet in August 2024 arose out of symptoms that were present within the first 14 days of cover. As such F&L were entitled to decline cover for this.
- The claim made by Mr N in October 2024 was for gastroenteritis. And whilst the evidence I have seen suggests this could have occurred as a result of the medication given to the pet for the treatment of cherry eye, I don't think this leads to the conclusion that the claim is excluded under the policy.
- The policy excludes costs for conditions which displayed clinical signs within 14 days of the commencement of the policy. It also excludes treatment of a condition which is caused by, related to, or results from the illness. It does not however exclude conditions that could have occurred out of the treatment that was excluded, in this case the cherry eye.
- Mr N's vet has made clear that the gastroenteritis and the cherry eye are distinct conditions and were unrelated. F&L rely on a call they had with Mr N's vet's receptionist, which isn't as persuasive as the account of the vet with the appropriate expertise and qualifications to determine whether the conditions were related.
- As the investigator has said, we wouldn't consider it fair for a business to determine two conditions are related because one occurred as a result of treatment given for the other. From what I've seen, gastroenteritis isn't an inevitable consequence of the treatment of cherry eye and for this reason I don't consider it either fair or reasonable for F&L to rely on the policy exclusion in the way that they have when declining this claim. As such I'm not persuaded the claim Mr N made for gastroenteritis should have been declined at all.
- Mr N remains unhappy with the service he received from F&L. In particular, he's unhappy about the time it took for his claim to be considered as well as the nature of the communications he received from F&L. I can see there was also a delay in a refund of his excess being provided to him and I'm not satisfied that the reason given for the decline of the claim was clearly explained. Overall, I consider the customer experience Mr N had was poor. The offer made to him by F&L to settle his claim was inappropriate in the circumstances and did not reflect our approach to complaints of this nature. The

time F&L took to deal with his claim was also unreasonable, as was the reason given for declining it. For those reasons I've directed that F&L compensate Mr N for this accordingly below.

- Mr N is also concerned about the interest he's had to pay on his credit card in vet's fees as a result of having to fund those fees himself. I've provided for this in my award of fair compensation below.

For these reasons I uphold this complaint.

Putting things right

To resolve Mr N's complaint, F&L should:

- Pay Mr N's claim subject to the remaining policy terms, including the deduction of the excess.
- Either pay Mr N interest on the sums they pay in respect of his claim of 8% per year simple on the value of the claim, from the date of the claim until it is paid, or reimburse him for the interest paid by him on his credit card in respect of those fees, whichever is greater. F&L will be entitled to ask Mr N for evidence of the interest he has paid on his credit card in respect of vet fees to determine the amount payable.
- Pay Mr N £200 in compensation for the stress, frustration and poor service provided to him including the delays and the nature of the communications they had with him.

My final decision

My final decision is that this complaint should be upheld, and Financial & Legal Insurance Company Ltd should put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 22 July 2025.

Lale Hussein-Venn
Ombudsman