

The complaint

Mrs R's complaint follows a claim she made on her U K Insurance Limited trading as Direct Line ('UKI') pet insurance policy.

Mrs R says that the terms of the policy were not made sufficiently clear to her when she took out the insurance and that UKI misled her.

What happened

The details of Mrs R's complaint are well known to both parties so I won't repeat them here. Instead, I'll focus on providing 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 don't uphold Mrs R's complaint.

Before I explain why, I wish to acknowledge both her strength of feeling and the points she's raised. Whilst I've considered them all, I won't be addressing everything she's said. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mrs R's complaint, namely whether UKI treated her unfairly.

The starting point is the policy terms. They exclude cover for:

“any treatment that, as a pet owner, you'd normally expect to pay, such as (but not limited to) vaccinations, flea treatment, wormers, nail clipping, spaying, castration and any treatment to do with pregnancy or your pet giving birth and any complications that may happen as a result of any of these”

UKI declined Mrs R's claim for veterinary fees arising out of an illness that followed her pet being spayed on reliance of this exclusion. Mrs R doesn't dispute that the exclusion applies to her claim but rather says it wasn't made clear to her when she took out the policy that such an exclusion could apply.

As I understand it UKI sold this policy to Mrs R directly, so they are both the seller and the underwriter of the claim. Mrs R's concern is that the Insurance Product Information Form (IPID) does not make clear that any complications that may happen as a result of spaying are not covered. She feels this is misleading and doesn't provide policyholders with clear information so as to allow them to decide whether to take out the policy.

It's important to point out that I'm not considering the issues Mrs R has raised more widely for other policyholders. That's something for the Financial Conduct Authority to consider as a regulator. I am only considering the complaint Mrs R has brought in her individual circumstances.

Like the investigator, I take the view that we wouldn't expect the IPID to contain all of the exclusions applicable to the policy. The IPID is intended to provide some of the key features and exclusions, like for example those that we would consider are significant or unusual. But the term Mrs R is referring to is neither of those. I say so because it's not the sort of exclusion that I would consider would determine whether a policyholder takes out this type of policy, even if it were drawn to their attention and it is very common in most pet insurance policies. I appreciate that Mrs R doesn't think so. I have seen the details of the enquiries she said she's made in this regard. But they don't in my view evidence what she says they show. The details Mrs R has provided seem to be based on either her own review of other policies or by calling insurers to ask them what their policies cover. Without sight of the specific policies she's referring to and their corresponding terms, I can't agree that the exclusion in particular type of pet insurance policy is uncommon. In our experience in determining pet insurance disputes, we take the view that such a term is frequently found in policies like Mrs R's, although the specific exclusion might not appear in the same section or the same form evident in her insurance.

But even if what I've said is not right, I don't agree that Mrs R would not have taken out the cover had this term been brought to her attention beforehand. And that is ultimately the test of whether this policy was mis-sold in some way. She wouldn't after all have known her pet could experience problems from complications arising out of spaying and there's nothing in her submissions that persuades me that this was something specific she was looking for cover for. As such I don't think that UKI did something wrong here such that I would direct them to put things right.

Finally, I've considered what Mrs R has said about the exclusion itself being unclear even when reading the policy terms in their entirety. I don't agree. I think that to an ordinary reader it is reasonably clear that the words "*any complications that may happen as a result of any of these*" apply to all the preceding treatments such that they can be construed to apply to them.

My final decision

For the reasons set out above, I don't uphold Mrs R's complaint against U K Insurance Limited trading as Direct Line.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 4 March 2026.

Lale Hussein-Venn
Ombudsman