

## The complaint

Mr P complains about the way Forsakringsaktiebolaget Agria (publ) dealt with two claims on his pet insurance policy.

## What happened

Mr P took out a lifetime insurance policy for his dog in December 2023. The policy was underwritten by Agria. He later cancelled that policy and took out a different type of policy with Agria. In November 2024 Mr P called Agria to discuss his cover. He decided to cancel the second policy and took out another lifetime policy.

In February 2025 Mr P claimed for costs relating to behavioural therapy for his dog. Agria initially declined the claim, saying the condition had started before he took out his new policy, but later agreed to cover it.

In April 2025 Mr P was admitted to hospital due to serious health problems. His dog was placed in boarding care and after coming out of hospital he claimed for the boarding costs but Agria declined the claim, saying he didn't have cover for that on his policy.

In June and July 2025 Mr P made further claims for behavioural treatment. Agria paid some claims but said he had reached the limit of £750 cover for this, so it would not pay any more.

Mr P complained about the way the claims had been dealt with. In response, Agria said:

- Cover for boarding costs was an optional extra and Mr P had never included this.
- The policy documents were clear the policy limit for behavioural treatment was £750, but it hadn't explained things clearly; the claim decision letters hadn't explained how much of the limit was still available; and there had been some technical issues with submitting the claims. In view of this, it had paid further claims as a goodwill gesture.

Our investigator said the policy documents were clear Mr P did not have cover for boarding fees, this had been discussed when he took out the lifetime policy and he had decided not to include this. And although there had been some issues with the claims for behavioural therapy, he was aware of the £750 limit and the payments Argia had already made were fair.

Mr P disagrees and has requested an ombudsman's decision. He has made a number of points in support of his complaint, including:

- Agria had settled a previous claim outside the policy terms on compassionate grounds, which created an expectation it would exercise discretion in hardship cases.
- Agria didn't act fairly, especially in light of his disabilities. The refusal to exercise discretion arguably amounts to a breach of requirements under the Equality Act.
- The policy documents were unclear about the limit for behavioural therapy, the claim letters didn't update him on the amount of the limit still outstanding, and there were technical issues with submitting claims. Taken together, these issues meant he wasn't informed properly about his policy.

## 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.

In making my decision I've taken into account relevant law, rules, guidance and standards including the Insurance: Conduct of Business sourcebook (ICOBS) and the Consumer Duty.

Amongst other things, the rules and guidance say:

- Insurers must deal with claims promptly and fairly, and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.
- Insurers have a duty to give consumers the information they need at the right time and in a way they can understand, so they can make good financial decisions, without having key information buried in lengthy terms and conditions. And the information should be clear, fair and not misleading. They should support their customers in making use of their policy without unreasonable barriers.

Mr P has explained how difficult this situation is for him due to his poor health and disabilities. He was admitted to hospital due to a very serious condition and had to arrange boarding care for his dog. It was very upsetting to then find his claim for that wouldn't be covered. I appreciate how difficult it has been for him and I've considered all the circumstances of his case carefully but I'm not persuaded to uphold his complaint, for the following reasons:

- No insurance policy covers every risk that may result in a policyholder suffering financial loss. It's for insurers to decide what risks they want to accept and they will consider this when deciding whether to offer a policy – and how much to charge for it. Insurance is always subject to terms and conditions that limit the insurer's liabilities to its policyholders.
- Mr P's policy covers him for veterinary costs, but this is subject to the policy terms and conditions.
- The policy includes cover for behavioural therapy but cover for boarding fees is an optional extra – it's not included in the cost of his policy. The policy schedule lists what's covered and clearly says boarding fees are not covered.
- If Mr P wanted that cover, he needed to add this (and pay any extra premium for it). He could have added boarding fees but chose not to.
- I've listened to the call Mr P made in November 2024. He discussed the different levels of cover available and decided which level to choose. The call handler explained there were some additional benefits he could choose to add, one of which was boarding fees. They explained this would cover those costs if he was in hospital and told Mr P it could not be added at a later date. After considering this, Mr P decided not to add it.
- Mr P has referred to the initial claim for behavioural therapy, which Agria originally declined but later accepted. Mr P's policy included cover for behavioural problems but there was an exclusion which potentially applied.
- Agria decided not to apply that exclusion due to his circumstances. Where there's an exclusion it's appropriate to consider whether it's fair to rely on the exclusion in the particular circumstances of each case.
- The situation with boarding fees is different – there was simply no cover. It was not included in the policy and Agria was never on risk for that. So this was not something Mr P could claim for, regardless of his circumstances.

- With regard to the behavioural therapy, Mr P was aware the limit for this was £750. This is clearly set out in the policy documents – the key features summary says there is cover for behavioural disorders up to £750; and at the start of the section for vets' fees there's a bullet point list, which includes:  
*“- Up to £750 towards the cost of behavioural therapy your dog receives from a behaviourist for a behavioural disorder.”*
- Mr P called Agria in January 2025 to check some points relating to his policy. He asked about how to make a claim for the costs of behavioural therapy. The call handler explained how to make a claim and confirmed the limit for this was £750.
- In these circumstances, I'm satisfied Mr P knew the limit was £750 and it was fair for Agria to say it would not cover any more claims once that limit had been reached. But it acknowledged there had been some issues with his claims and agreed to make some further payments as a goodwill gesture. In the circumstances that was fair.
- In response to the investigator's view, Mr P referred to the Equality Act and said Agria had not treated him fairly or made appropriate adjustments for him, taking account of his disabilities.
- I've taken the Equality Act 2010 into account – given that it's relevant law – but ultimately I need to decide this complaint based on what's fair and reasonable. If Mr P wants a decision that Agria has breached the Equality Act 2010, he'd need to go court.
- For the reasons set out above, I'm satisfied the claims were dealt with in line with the policy terms. Mr P was able to make use of his policy and received the benefits he was entitled to. And, while there were some issues with the claims for behavioural therapy, the additional payments Agria made were a fair way to address that.

### **My final decision**

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 January 2026.

Peter Whiteley  
**Ombudsman**