

The complaint

Mr F has complained that West Bay Insurance Plc has not paid his pet insurance claim in full.

What happened

The background to this complaint is well known to the parties. In summary Mr F took out insurance for his dog online, underwritten by West Bay in September 2023.

Following an injury to his dog's leg in June 2024, Mr F's vet diagnosed and treated a cruciate ligament injury. The treatment costs came to £4,500.

West Bay validated the claim and settled directly with the vet for £1,500 – which left £3,000 payable by Mr F. Mr F complained he hadn't been made adequately aware of the cruciate ligament sub-limit of £1,500. West Bay said the limit was made clear in the documents.

Unhappy, Mr F brought his complaint to our Service. The investigator found that the £1,500 limit was made clear in the policy documentation. But he felt that Mr F wasn't made aware that the lower premium (from his previous policy) was due to lower levels of cover. The investigator also felt Mr F wasn't given enough information to understand that the policy limit wasn't enough to cover the cost of cruciate ligament treatment. He recommended that West Bay pay Mr F £500 in compensation for the shock he suffered when discovering the cruciate ligament limit.

Mr F didn't accept this – he felt the claim should be covered in full.

West Bay also didn't accept the recommendation. It said that the investigator had acknowledged that the information given was clear as to the policy limits and that it wasn't for West Bay to advise. It felt that Mr F had the opportunity to review the documentation and decide if he wished to proceed. West Bay said it wasn't responsible for making Mr F aware of the potential costs charged by vets.

As no agreement was reached to complaint was passed to me to determine. I issued a provisional decision saying as follows:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In this provisional decision though I haven't commented on each point rather I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

When determining complaints, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether West Bay acted in line with these requirements when settling the claim made by Mr F. Having done so, and although I'm sorry to disappoint Mr F, I don't find that West Bay has done anything wrong. I'll

explain why:

- *I haven't disregarded Mr F's submission that the limit wasn't stated when he purchased the policy. In this decision I'm not considering the sale of the policy – rather the settlement of the claim. But I'm satisfied that when Mr F first took out the policy West Bay directed him to documents including the Insurance Product Information Document (IPID) and the policy. The cruciate ligament treatment cover limit of £1,500 is clearly set out in both the Insurance Product Information Document (IPID) and the policy's Tables of cover for Lifetime policies.*
- *The policy documents were available to Mr F online – and if not suitable he had 14 days after the start of the policy in which to cancel. I don't find that there was any failure to provide the information regarding the policy limits to Mr F. I do understand how frustrating it would have been when he understood that his claim wouldn't be covered in full, but I don't find that West Bay was under any duty to set out what the costs for various treatments might be.*
- *Nor do I find that that West Bay was obliged to explain to Mr F why this policy was cheaper than his previous policy. West Bay wasn't aware of the cover Mr F had in place for his dog previously, but as I've said above, what was covered by this lifetime policy was made clear*
- *I recognise that Mr F will be very disappointed by my provisional decision and I'm sorry to bring disappointing news. But in all the circumstances I don't find that West Bay treated Mr F unfairly by settling his claim up to the policy limit. It follows that I don't require it to make a payment in compensation to him.*

My provisional decision was that I didn't intend to uphold the complaint. I invited the parties to provide any further comments or evidence for me to consider but said that unless the information changed my mind, my final decision was likely to be along the lines of my provisional decision.

West Bay said it had no further comments to add. Mr F didn't respond.

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, and as there have been no further comments or evidence in response to my provisional decision, I see no reason to depart from it and I adopt the reasoning here.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 9 October 2025.

Lindsey Woloski
Ombudsman