



<u>Decision Ref:</u>	2018-0123
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Pet Insurance
<u>Conduct(s) complained of:</u>	Claim Handling Issues
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The Complainant has an insurance policy for her dog. She submitted a claim under the policy to her insurer [the Provider] on 24 August 2017. The claim was declined by the Provider.

The Complainant's Case

The Complainant states that a fish hook went missing from a room the dog had been in. The Complainant was worried that the dog had eaten the hook and she contacted her vet. The dog underwent sedation and an x-ray the following day. The hook did not show up on the x-ray and the Complainant was advised to watch the dog's stools.

The Complainant states that she had no choice but to have an x-ray as an ingested hook could cause serious damage.

The Complainant finds it unfair that the Provider has refused the claim for the x-ray and follow-up care. The Complainant states that she should not be expected to wait for signs of internal bleeding before she seeks medical attention for the dog.

The Complainant wants the Provider to pay the claim.

The Provider's Case

The Provider states that the claim was declined due to there being no “event” to warrant the investigations and treatment.

The Provider also states that the policy terms set out that it does not cover;

“the cost of any treatment that you choose to have carried out that is not directly related to an event”.

The Provider accepts that the vet had a duty of care to investigate the matter but states that the policy excludes investigation or treatment where there is no “event” to warrant such investigations.

The Provider states that on review of the clinical notes there is no evidence of any clinical signs that the pet had ingested the fish hook or no clinical signs of illness to the pet.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on 8 August 2018, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

In the absence of additional submissions from the parties, my final determination is set out below.

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It is not contested that the course of action taken by the Vet was the correct course of action nor that it was prudent for the Complainant to take the pet to the Vet, the issue to be decided is whether this course of action is not covered under the policy terms.

The relevant term in the terms and conditions is the definition of "Event" which is;

"the manifestation of a condition or illness or an accident causing injury to your pet."

Further, under Vet Fees, "what we will not pay" the policy states;

"the cost of any treatment that you choose to have carried out that is not directly related to an Event."

I consider that in the circumstances of this case there was no "condition" or "illness" or "injury" to the dog and therefore there was no "Event" as required under the policy terms and conditions.

I consider that the Complainant chose to have the treatment carried out as a precaution and while it may well have been a necessary precaution, it was not covered under the policy terms and conditions. I find that the claim made was not covered under the policy terms and conditions, that is not to say that the Complainant had any other option but to have an x-ray taken to ensure that the dog had not ingested the hook, rather this event is not covered by the terms and conditions of the policy.

Therefore, I do not uphold this complaint.

Conclusion

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is rejected.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.

**GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

10 September 2018

Pursuant to **Section 62** of the **Financial Services and Pensions Ombudsman Act 2017**, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

- (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,
- and

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.