



<b><u>Decision Ref:</u></b>	2020-0252
<b><u>Sector:</u></b>	Insurance
<b><u>Product / Service:</u></b>	Pet Insurance
<b><u>Conduct(s) complained of:</u></b>	Claim handling delays or issues
<b><u>Outcome:</u></b>	Partially upheld

**LEGALLY BINDING DECISION  
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

This complaint relates to the refusal by the Provider to indemnify claims submitted by the Complainant on a pet insurance policy. The Complainant submits that she has complied with the “requirements” of the Provider’s policy provisions, however, the Provider states that it cannot accept the claims as they are “specially excluded” under the policy.

**The Complainant’s Case**

The Complainant states that she made two claims regarding her dog’s teeth, on **18 September 2017** and on **29 August 2018**. Both claims were refused on the basis that the claims were specifically excluded pursuant to point 15, on page 10 of the policy:

*“What we will not pay – point 15. The cost of dental treatment unless your Pet’s annual dental checks are up to date. A vet must have checked your pet’s teeth within 12 months prior to the onset of a claim. If any treatment was recommended as a result of this annual check-up this must be carried out at your expense”.*

The Complainant contends in her Complaint Form, submitted on **31 December 2018**, that she “has had [her] dog’s teeth checked within 12 months prior to onset date of claim”. She submits a ‘History Printout’ from a veterinary hospital, although this document does not show any entries between **2 December 2015** and **28 July 2017**. The Complainant also submits a letter from her veterinary surgeon, dated **3 October 2018**, confirming that her pet dog was assessed in **May 2018** and that based on the vet’s clinical assessment of the animal, a dental under general anaesthetic was recommended. The surgeon goes on to apologise that this was omitted from the pet’s history/notes.

The Complainant made further submissions to this Office on **19 February 2020**. In these submissions, the Complainant states that she has *“tried to manage [her] dog’s health the best [she] can”*. She states that she has attended the vet with her dog regularly, with the exception of the period **December 2015 to July 2017**, when her husband was seriously ill. The Complainant states her opinion that *“the vets and pet insurers are very much working together at the detriment of the pet owners”*. The Complainant queries why there is no information from the veterinary administration staff to advise customers as to best practice to enable them to manage claims and to ensure that payment is made. The Complainant states that:

*“There is a very specific way to manage paying pet insurance and managing your vet bills to enable some reimbursement to be made to the pet owner. Paying for pet insurance and for vet visits and any procedures resulting from this is a very expensive expenditure for any pet owner. I believe this constitutes a derogation of their duty to the customer”*

The Complainant queries how many people would know how to manage *“the intricacies of the insurance companies”* and states that the veterinary administration staff *“must know this”*. She states that the veterinary administration’s staff failure to take time to advise their customers is *“a wilful derogation of their duty of care”*. The Complainant states that pet insurance is *“exploitative”* and states that fundamentally she believes that *“the situation is wrong”*.

Ultimately, the Complainant wants the Provider to *“pay in full”* the *“two separate claims”*. The **18 September 2017** claim is for an amount of €260.00 and the **29 August 2018** claim is for an amount of €151.99.

### **The Provider’s Case**

In its letter dated **27 September 2017**, the Provider asserts that the reason for not paying the **18 September 2017** claim is pursuant to point 15 of the *“What we will not pay”* section on page 10 of the policy. The Provider alleges that this section of the policy states that it will not pay:

*“The cost of dental treatment unless Your Pet’s annual dental checks are up to date. A vet must have checked your pet’s teeth within 12 months prior to the onset of a claim. If any treatment was recommended as a result of this annual check-up, this must be carried out at your expense.”*

In its letter dated **6 September 2018**, the Provider gives the same reason for not paying the **29 August 2018** claim.

In its letter of **2 November 2018**, the Provider states that the Complainant's claim has been reviewed as requested and states that it cannot help the Complainant with her claim, reiterating that it is specifically excluded under point 15 of the *"What we will not pay"* section on page 10 of the policy. The Provider cites this provision, as outlined above, and further states that *"As per veterinary notes, [the Dog's] dental treatment was recommended on 4/5/18 at annual booster and as such is not covered under your policy"*.

The Provider further states in its Final Response Letter, dated **7 December 2018**, that having *"reviewed"* the claim, *"unfortunately the outcome remains the same"* and it maintains its decision to deny the Complainant's claim.

In its submissions to this Office, dated **28 January 2020**, the Provider furnishes further details of the pet insurance policy and the claims made by the Complainant. It states that the policy was bought by the Complainant and was effective from **28 December 2011**. The Provider states that the policy is still active, with a renewal date of **27 December 2020**. Since the inception of the Complainant's policy, the first claim registered against the policy was the **September 2017** claim.

The Provider states the first claim was notified to it on **18 September 2017**. The claim was for the veterinary fees incurred for the pet's treatment for *"gingivitis"* carried at a veterinary hospital between **4 August 2017** and **25 August 2017**. The Provider states that pages 3 & 4 of the policy booklet applicable to the Complainant's policy note the following definitions:

*"Veterinary Fees*

*The amount that vets usually charge in general or referral practices."*

*"Treatment*

*Any examination, consultation, advice, tests, x-rays, medication, surgery, nursing and care, which is required to treat an illness or injury and is provided by a veterinary practice, a certified Clinical Animal Behaviourist or a member of one of the following organisations following a vet's instruction..."*

*"Clinical History*

*A chronological record (computer printout or photocopy) of the original clinical notes as made by the vet at the time of all consultations"*

The Provider states that on pages 5 and 7 of the policy booklet it is stated:

*"General Conditions*

1. *Throughout the Policy Year You must take care of Your Pet, arrange and pay for Your Pet to have a yearly health check and dental examination and any Treatment normally recommended by a vet to prevent illness or injury.*

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*Failure to do so may affect payment of claims. Such Treatments may include neutering, descaling of teeth, worming and flea and tick Treatments, blood tests and screening, nail clipping, dewclaw removal, grooming, routine emptying of anal glands, removal of anal glands ad use of pheromones and prescription diets*

16. *The observance by You of the terms, conditions and endorsements of this Policy as far as they relate to anything to be done or complied with by You will be a condition precedent to any liability of the Company”.*

The Provider states that the Complainant’s claim was considered under the Section 1: Vet Fees provision of the policy. The Provider further states that following the assessment of the clinical history received from the clinic, it notes that the pet did not attend the veterinary practice between **2 December 2015** and **28 July 2017**.

The Provider reiterates that on **27 September 2017**, it issued a formal declinature letter to the Complainant, advising that it would not provide indemnity as the pet’s teeth had not been checked by a vet during the 12 months prior to the onset of the claim. The Provider states that based on the clinical history received from the veterinary clinic, during the whole year of **2016**, the pet was not presented to the vet for an annual dental check.

The Provider states that the second claim was notified to it on **29 August 2018**. The claim received was for the veterinary fees incurred following the pet’s treatment for “*Dental Disease*” carried at a veterinary hospital on **3 August 2018**. The Provider states that after reviewing the clinical history presented by the veterinary practice, it noted that the pet’s dental treatment carried out on **3 August 2018** was recommended by the veterinarian:

- On the **13 April 2018** (“*Teeth need doing again in near future, breath bad again*”)
- On the **4 May 2018** (“*Book in next week for dental and ear flush*”)

The Provider re-iterates point 15, page 10 of the policy booklet and states that the claim was formally repudiated on **6 September 2018** as the pet’s dental treatment was recommended by the veterinarian, following the annual check on **13 April 2018** and again on **4 May 2018**. The Provider states at point 9, page 5 of its submissions that it has considered the letter from the veterinary practice dated **3 October 2018** which states that “[the pet] was examined in **May 2018** and based on my clinical assessment of the animal, I recommended a dental under general anaesthetic”. The Provider states that the policy specifically excludes the cost for treatments that are recommended at the pet’s annual check-up, as per the aforementioned point 15 of page 10 of the policy booklet.

### **The Complaint for Adjudication**

The complaint is that the Provider has wrongfully refused to indemnify both of the claims submitted on the Complainant’s policy.

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## 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 6 July 2020, outlining my preliminary determination 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, within the period permitted, I set out below my final determination.

It is important to note at this point that in relation to the submissions made by the Complainant on **19 February 2020**, concerning the alleged derogation of veterinary administration staff's duty of care, this Office does not have jurisdiction to investigate or make findings in respect of the conduct of veterinary services. Similarly, this Office cannot make recommendations or findings in respect of best practice for the provision of information to pet owners by veterinary administration staff.

This Office investigates the conduct of financial service providers. Therefore, this Decision will not take into account the actions of the veterinary service

In relation to the Complainant's first claim, notified to the Provider on **18 September 2017**, I note that this claim was for the veterinary fees incurred for the pet's dental treatment for "*gingivitis*" carried at a veterinary hospital on **4 August 2017** and **25 August 2017**.

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I note that point 15, on page 10 of the policy states that the Provider will not cover:

*“The cost of dental treatment unless your Pet’s annual dental checks are up to date. A vet must have checked your pet’s teeth within 12 months prior to the onset of a claim. If any treatment was recommended as a result of this annual check-up this must be carried out at your expense”.*

I also note that due to personal circumstances, the Complainant was unable to attend the veterinary practice between **December 2015** and **July 2017**. Therefore, unfortunately, the Complainant was not able to have her pet’s teeth checked within the 12 months prior to the onset of the claim.

The policy condition is clear that this dental check must be completed for any valid claim to be reimbursed and accordingly, while I understand and sympathise with the Complainant as a result of the circumstances which meant she could not attend the veterinary practice, I must accept that the Provider was not obliged to grant the Complainant’s **September 2017** claim under the pet insurance policy and accordingly I do not propose to uphold this aspect of the complaint.

In relation to the Complainant’s second claim, notified to the Provider on **29 August 2018**, I note that this claim was for the veterinary fees incurred following the pet’s treatment for “Dental Disease” carried out at a veterinary hospital on **3 August 2018**. I accept that this dental treatment carried out on **3 August 2018** was recommended by the veterinarian:

- On the **13 April 2018** (“Teeth need doing again in near future, breath bad again”);
- On the **4 May 2018** (“Book in next week for dental and ear flush”)

I note the letter from the veterinary practice dated **3 October 2018** states that “[the pet] was examined in **May 2018** and based on my clinical assessment of the animal, I recommended a dental under general anaesthetic”.

I note that the Provider re-iterates point 15, page 10 of the policy booklet and states that the claim was formally repudiated on **6 September 2018** as the pet’s dental treatment was recommended by the veterinarian, following the annual check on **13 April 2018** and again on **4 May 2018**. I note that the Provider states that the policy specifically excludes the cost for treatments that are recommended at the pet’s annual check-up or where the pet’s teeth have not been checked within 12 months prior to the onset of the claim, in accordance with the aforementioned point 15 of page 10 of the policy booklet.

I am satisfied that the clinical history (as defined above), provided by the veterinary hospital, discloses that the Complainant had an annual dental check up on **4 August 2017**. Therefore, the Complainant’s pet had undergone a dental check-up just over 8/9 months prior to **13 April 2018/4 May 2018**, the operative dates for the **29 August 2018** claim and accordingly a vet had checked the pet’s teeth within 12 months prior to the onset of a claim and the pet’s annual dental checks were up-to-date, pursuant to point 15, page 10 of the insurance policy.

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Furthermore, the **2018** dental treatment did not arise out of the **August 2017** annual check-up, but occurred 8/9 months later at a subsequent, non-annual check-up.

Therefore, based on the foregoing, I am satisfied that the Provider is under an obligation to indemnify the Complainant for the **29 August 2018** claim and therefore must reimburse the Complainant in the sum of €151.99. Furthermore, I believe a sum of compensation is merited for the inconvenience caused in the sum of €300.

Accordingly, I partially uphold this complaint and direct the Provider to make a payment of €451.99 to the Complainant in respect of the **29 August 2018** claim made by the Complainant for dental treatment for her pet.

### **Conclusion**

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is partially upheld, on the grounds prescribed in **Section 60(2)(b) and (g)**.

Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment to the Complainant in the sum of €451.99, to an account of the Complainant's choosing, within a period of 35 days of the nomination of account details by the Complainant to the Provider.

I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.

The Provider is also required to comply with **Section 60(8)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

**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**

27 July 2020

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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.

