

## **The complaint**

Mrs S complains that West Bay Insurance Plc trading as Zenith Insurance (Zenith) have incorrectly charged her an excess twice on her claim for her dog M, and that they sent an insensitive letter after M had been put to sleep.

## **What happened**

Mrs S had a time limited pet insurance policy with Zenith for her dog M.

In June 2022 she took M to the vets as she was unwell. M had lost weight and had a high temperature and the vets advised M needed an exploratory operation which took place the next day.

Mrs S was advised that M would be available for collection around 6pm, but when she contacted the vets, they advised M was too unwell to return home, and that she needed intravenous pain relief. As the practice didn't provide overnight care, they said they would be transferring M to overnight hospital care at another practice.

The next morning, Mrs S was advised that M was still unwell and a second operation would be needed. However, they said M may not survive a second operation, and after further discussion, the decision was made to put M to sleep later that day.

Mrs S made a claim under her insurance policy for the treatment by both practices.

When Zenith settled the claim, they deducted two excesses of £199, one from each practice's bill.

Mrs S was unhappy with this as she thought that the second excess shouldn't have been deducted because it was a continuation claim for the same condition. She complained to Zenith, but they didn't uphold her complaint, and so she brought her complaint to us.

One of our investigators looked into Mrs S's complaint and he thought that the second excess shouldn't have been charged as it should have been treated as a continuation claim. He asked Zenith to refund the excess. He also thought that they should pay £50 for distress and inconvenience caused by a letter they sent after M had passed away in which they referred to her recovery.

Zenith disagreed with this and so the case has come to me to review.

## **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'm upholding this complaint and I will explain why.

I can see from the second practice's claim that they have clearly indicated that they provide out of hours hospitalisation for the first practice, and that this was a continuation claim. M was only moved to the second practice because she needed overnight care which the first practice didn't have facilities for.

In their response to us Zenith have said that although the two claims were for the same condition, and they accept the second claim was a continuation claim, they were still entitled to deduct a second excess under the terms of the policy because it says:

*'The fixed excess is payable by you on a per incident, per period of insurance basis. If your pet is seen and/or treated by another veterinary practice (or specialist) for the same condition in the same period of insurance, another fixed excess becomes due for any further costs incurred from that second treating vet.'*

However, I don't agree with this. The policy term says that the excess is payable on a "per incident, per period of insurance" basis.

Incident is further defined in the policy as "any clinical sign of illness or injury in your pet".

The clinical signs of illness that M was suffering from when Mrs S took her to the first practice didn't subside and they weren't cured. She in fact deteriorated despite surgery, and so I consider that this was all the same "incident", and just because she was transferred to another practice because the first practice didn't provide overnight hospital care, this doesn't constitute another "incident" within the terms of the policy.

I consider that both of these claims arise from one illness arising from the same incident and so it doesn't require a separate excess.

I understand that Zenith are relying on the second part of this policy term in that M has been seen by another practice in the same period of insurance, but I consider that part of the term is subject to there being a separate "incident", which isn't the case here. And so, I don't think the second excess should have been charged

## **The letter**

I can see that Zenith sent Mrs S a letter after they received her claim which said

*"Thank you for submitting your claim for M's veterinary treatment and we trust that she is recovering well."*

This was sent despite the claim including M being put down, and so it was apparent to Zenith that M had died. I appreciate that this would have been a mistake, but it was a careless one, and distressing for Mrs S to receive this letter. And so, I agree with the investigator that a small award for distress and inconvenience is appropriate.

## **Putting things right**

To put things right I think Zenith should:

- Refund the £199 excess charge, adding 8% simple interest from the date Mrs S made payment to the vet until settlement.
- Pay Mrs S £50 for the distress caused by Zenith's email about M's recovery, when she'd already passed away.

**My final decision**

My final decision is that I'm upholding Mrs S's complaint against West Bay Insurance Plc trading as Zenith Insurance and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 6 February 2023.

Joanne Ward  
**Ombudsman**