

The complaint

Miss H has complained about the way West Bay Insurance Plc settled a claim under a pet insurance policy for her cat and misleading information that it gave her. References to West Bay include its agents.

What happened

Miss H had a lifetime £10,000 policy with West Bay for her cat beginning 21 January 2022. When the limit of £10,000 had been reached in a policy year, no further claims would be paid until the policy was renewed.

During the course of 2022 Miss H made a number of claims which West Bay settled. On 16 December 2022 Miss H made a further claim. West Bay acknowledged the claim and said it aimed to assess it within four weeks.

In early January 2023 Miss H contacted West Bay. She asked how much of the £10,000 policy limit she had left for that policy year. West Bay's agent was unaware of the pending claim and told her she'd used £4,184.93 of the £10,000 limit.

Miss H said based on the amount of cover she was told she had left, she arranged for her cat to have a CT scan.

The outstanding claim from December 2022 settled on 11 January 2023 for £2,158.14. That meant Miss H actually only had £2,656.93 left of her annual policy limit. Miss H's final claim in the policy year was £3,205.84. West Bay paid up to the policy limit leaving Miss H £548.91 short.

Sadly Miss H's cat has now passed away.

When Miss H complained to West Bay, it said it expected customers to keep up to date with their claim settlements and how much of their cover they have used. But it said by way of an apology it would send her £150 which is the maximum amount it would cover for "*farewell cover*" which is the cost of euthanasia and cremation/burial.

Miss H brought her complaint to this service. Our Investigator recommended her complaint be upheld. He said Miss H was entitled to the farewell cover as well as the £10,000 limit. He thought West Bay should pay Miss B compensation of £150 on top of the farewell cover.

West Bay said it would pay the farewell cover of up to £150 subject to Miss H providing receipts. It has now done so.

Our Investigator also recommended that West Bay should pay £548.91 being the claim amount which exceeded the £10,000 limit.

As West Bay disagreed, the matter has been passed to me.

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.

I've considered the contents of the calls Miss H made to West Bay in early January 2023. She was aware of the annual policy limit of £10,000 and wanted to know her outstanding balance. The adviser quoted her a figure but failed to mention this didn't include sums relating to any open claims. Miss H says the vet made the claims on her behalf, so she wasn't keeping a running total.

West Bay accepts that it gave Miss H misinformation. When a financial business makes a mistake, our service looks at what we consider to be fair and reasonable in the circumstances of each case. Our aim (so far as possible) is to put the complainant in the position they would have been in but for that mistake.

Because of the lengths Miss H went to in order to check the balance on her policy, I'm persuaded that, much as she loved her cat, she wouldn't have gone ahead with further treatment if she'd known the cost wouldn't be covered in full by West Bay. So, in my opinion to put things right West Bay should settle the last claim in full and pay the outstanding sum of £548.91.

West Bay has now paid the farewell amount Miss H was also entitled to in addition to £150 compensation. I think this was reasonable in the circumstances to compensate Miss H for the trouble and upset it caused her.

My final decision

For the reasons set out above, I uphold this complaint and require West Bay Insurance Plc to pay a further £548.91 in respect of Miss H's claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 17 July 2023.

Elizabeth Grant
Ombudsman