

The complaint

Mrs M has complained about a deduction that HDI Global Specialty SE has made from the settlement of a claim on her pet insurance policy and about the way that it handled her claim.

References to HDI in this decision include its agents.

What happened

Mrs M took out a pet insurance policy for her cat with HDI. She took the cat to an out of hours vet on the evening of Sunday 2 October 2022 due to him being unable to walk without his back legs collapsing.

On the next day Mrs M made a claim for the cost of the treatment. HDI settled the claim on 9 November 2022. It deducted £244 from the settlement because it said it wouldn't pay more than the £100 limit for an out of hours consultation.

After Mrs M brought a complaint to this service, HDI offered £40 compensation for the delay on its part in settling the claim. Our investigator thought this was reasonable. He didn't think the claim settlement was unfair.

As Mrs M didn't agree, the matter has been referred 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.

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In order to decide whether HDI treated Mrs M fairly, firstly I've looked at the policy wording. On page 27 of the policy under "*Section 1: Veterinary Fees What is not covered*", Mrs M's policy states:

*"The cost of any **treatment** outside normal surgery hours except for **treatment** that a **vet** considers cannot wait until normal surgery hours (necessary **treatment**) because it would seriously endanger **your pet's** health regardless of **your** personal circumstances. The **vet** that treated **your pet** must also confirm this in writing and explain why they advised this when **your veterinary** claim is submitted. For necessary **treatment** outside of normal **veterinary** hours, the charge applied to consultations is limited to a maximum of £100."*

HDI hasn't disputed that the out of hours treatment was necessary. I think it's clear from the above wording that the maximum HDI would pay in respect of an out of hours consultation is £100. So contractually HDI was entitled to make this deduction and I don't think it treated Mrs M unfairly in doing so.

Mrs M says when she took the policy out, neither the Schedule nor the Insurance Product Information Document mentioned this cap on out of hours consultation fees. I agree that's the case but both documents referred her to the policy wording for the full terms and conditions as they are only two pages long. A link to the policy wording was sent to her in the renewal invitation. Given the signposting to read the policy, I don't think it was unreasonable to expect Mrs M to check her insurance policy to ensure she was getting the cover she needed. I appreciate that some insurers may draw policyholders' attention to this sort of restriction on cover by referring to it in the Schedule or the Insurance Product Information Document. The fact that HDI didn't do this doesn't mean in my opinion that it should have done more to draw it to Mrs M's attention.

When she lodged her claim, Mrs M was told it would be assessed in 20 working days. In fact it was 9 working days more than that because HDI's system issues meant there was a 14 day delay.

I agree that HDI should have handled things better. It didn't deal with Mrs M's claim within the timescale that it had promised her. I can understand that would have been a source of trouble and upset for her. HDI has offered her £40 compensation which is in line with what I would have awarded had no such offer been made. So I don't think HDI needs to do any more in this respect.

My final decision

For the reasons set out above, I uphold this complaint and require HDI Global Specialty SE to pay Mrs M £40 compensation for the trouble and upset it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 1 September 2023.

Elizabeth Grant
Ombudsman