

The complaint

Miss E complains that Atlanta Insurance Intermediaries Limited (Atlanta) incorrectly advised that a claim for her dog's surgery would be covered, under her pet insurance policy.

What happened

Miss E's dog was diagnosed with a right hind leg cruciate injury in July 2023. She contacted Atlanta to confirm the required surgery was covered under her policy. She was told it was covered and so arranged for the surgery to be performed. Miss E says she queried the bi-lateral injuries exclusion set out in her policy booklet, as her dog's left hind leg had suffered the same injury. She says Atlanta told her that as it was a different leg it was covered up to the policy limit of £7,000.

Miss E says she submitted her claim online in August 2023. But her insurer declined cover relying on the bi-lateral injury clause. She didn't think this was fair and complained to Atlanta.

In its final complaint response Atlanta acknowledges Miss E was given incorrect information. It apologised and said feedback will be provided to its call handler. It also paid £150 compensation.

Miss E didn't accept this outcome and referred the matter to our service. Atlanta then made an offer to pay her £2,900 plus a further £150 compensation. Miss E rejected this offer. Our investigator subsequently upheld her complaint. She thought a fairer outcome was for Atlanta to pay 70% of the cost of the surgery. Excluding the cost of x-rays which were taken prior to Miss E's call to the business. In addition, she says it should pay 8% interest on this amount, reimburse any credit card interest she'd paid, and pay a further £100 compensation.

Neither party agreed to this outcome. As an agreement wasn't reached the matter has been passed to me to decide.

I issued a provisional decision in April 2024 explaining that I was intending to not uphold Miss E's complaint. Here's what I said:

provisional findings

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 my intention is to not uphold this complaint. I think the offer Atlanta made to Miss E was reasonable. I'm sorry to disappoint her, but I'll explain why I think my decision is fair. For clarity this complaint isn't about Miss E's insurer's decision to decline her claim. It's about the information Atlanta provided when acting in its role as insurance broker and policy administrator.

Atlanta doesn't dispute having given incorrect information over the phone to Miss E. More specifically, that it told her she was covered up to the policy limit for her dog's surgery. I've thought carefully about whether Miss E suffered a loss as a result of this misinformation.

Atlanta says it contacted Miss E after she'd made her referral to our service. She told it she would've used a cheaper surgeon had she known her claim wouldn't be covered. It says Miss E also confirmed her dog would've had the surgery, even if she'd known there was no cover in place. Our investigator told Miss E what Atlanta had said. She set this out in an email where she also requested some further evidence. In her response Miss E didn't dispute Atlanta's point about the surgery going ahead even if she had to pay for this herself.

Having considered this, it's clear Miss E agreeing to the surgery wasn't dependent on her insurer paying for it. The surgery would've been arranged anyway. Miss E told us she had no choice but to use the more expensive surgeon. This is because the alternative was to wait over three weeks for a cheaper option. She didn't want her dog to be in pain for that length of time. From this I'm satisfied the surgery will have proceeded as it did, even if Atlanta had told Miss E her dog wasn't covered.

Miss E can complain to her insurer about its decision to decline her claim if she wants to do so. But this will need to be done under a separate reference. If she isn't satisfied with its response she can refer the matter to our service. But having considered the evidence, I don't think Miss E suffered a financial loss as a result of what Atlanta's call handler said to her. Her dog wasn't covered for the required surgery. The cost of which Miss E would have to pay. Atlanta misinformed her, resulting in a loss of expectation – but Atlanta isn't responsible for the financial loss she's complained about.

This matter has clearly caused Miss E some distress. But I think the compensation Atlanta paid, and its offer to contribute towards her dog's treatment is reasonable in light of its call handler's mistake. It should pay this amount to Miss E if it hasn't already.

In summary I'm satisfied that the offer made by Atlanta is fair. So, I can't reasonably ask it to do anymore.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Atlanta didn't respond with any further comments or information for me to consider.

Miss E responded to say that her complaint is about both Atlanta and her insurer. She says she acted diligently by checking that she was covered before arranging treatment for her dog.

Miss E says she didn't say she would've used a cheaper surgeon. She said she may have used a cheaper surgeon had one been available. As another surgeon wasn't available for over three weeks, she arranged for the surgery based on availability. She says the cost of the treatment was within the policy limit.

Miss E says she's already made a complaint to her insurer. She says this is why she has referred the matter to our service. She says she has suffered a financial loss as she had to borrow money and use a credit card. Miss E says she only did this because she was told she was covered under her policy.

Finally, Miss E says my provisional decision is unclear as to whether Atlanta must pay its offer of £150 compensation, or whether I was referring to its offer of £2,900.

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 not persuaded to change my provisional findings.

I acknowledge Miss E's comments about her complaint being against Atlanta and her insurer. However, they are separate companies and perform different roles. If Miss E has already progressed her complaint with her insurer she can ask our service to consider the matter. She can contact our investigator to discuss this.

I don't dispute that Miss E contacted Atlanta and was told she was covered for the surgery under her policy. What I've considered is whether this resulted in a financial loss. As I explained in my provisional decision I don't think it did. I'm satisfied Miss E will have arranged the surgery regardless of whether cover was in place. There was no cover provided by her policy. This means the cost of the treatment was always her responsibility to pay. I don't think she will have acted any differently had Atlanta not misinformed her.

I note what Mrs E says about the availability of a surgeon. I accept what she says. This doesn't impact on my decision.

With regards to the outcome. In my provisional decision I said the offer made by Atlanta was fair. Its offer was to pay £2,900 towards the surgery costs and £150 compensation on top of the £150 it had already paid. I can see Atlanta has written to Miss E asking how it should provide this payment. So, although I note her comments, I think it's understood what Atlanta offered.

I'm sorry Miss E is disappointed, but I can't fairly ask Atlanta to do anymore.

My final decision

For the reasons I've explained above, and in my provisional decision, I don't uphold Miss E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 11 June 2024.

Mike Waldron
Ombudsman