

## The complaint

Mr and Mrs W's complaint is about the way in which HDI Global Speciality SE ('HDI') calculated a claim they made on their pet insurance policy.

Mr and Mrs W say HDI treated them unfairly.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on giving my reasons for my decision.

## 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 agree with the findings of the investigator in his latest view and uphold Mr and Mrs W's complaint. I'll explain why.

Mr and Mrs W made a claim on their pet insurance policy for a total of £371.40. HDI applied the excess applicable to the policy of £160 and then capped the sum claimed in respect of the balance at £100 which they said was applicable to the out of hours fee. This left a balance to Mr and Mrs W of £59.40. Mr and Mrs W say that HDI did not apply the correct calculation here and that more is due to them in respect of their claim.

I've considered the invoice supplied by Mr and Mrs W's vet amounting to £371.40. It's not in dispute that the terms of the policy set out that an excess of £160 is payable on claims for illness and injury and that this was applicable to the claim Mr and Mrs W made here. That leaves a balance of £211.40.

Looking at the invoice provided by Mr and Mrs W's vet, I can see that £35.40 of it is for medication costs. There is no deduction applicable to this sum on the policy that I can see applies. As such I can't see why HDI didn't take this into consideration. So £35.40 of the remaining £211.40 is payable to them by HDI. That leaves £176 in dispute.

The policy terms set out:

*“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.”*

The word “Treatment” is defined as “Any examination, consultation, advice, tests, x-rays, ultrasound, CT scan, MRI scan, drugs, or medication administered or prescribed, surgery,

*nursing, or care; provided by, or under the direction of, a vet.”*

In this case the consultation fee charged was £336 which was based on an out of hours rate as Mr and Mrs W's pet was seen out of usual practice hours. HDI have accepted their claim is for out of hours treatment so there is nothing more for Mr and Mrs W to prove here. In light of that and given what the policy terms say, I am satisfied the maximum payable to Mr and Mrs W is £100 in respect of the £336. That means that Mr and Mrs W's claim should have been calculated as I have set out below:

Claim total	£371.40
Less excess	£160
Allowable sum for medication	£35.40
Allowable sum for out of hours consultation	£100
<b>Total amount payable to Mr and Mrs W</b>	<b>£135.40</b>

As such HDI are entitled to deduct a total of £76 from the claim for out of hours fees because this is the difference between the balance after the excess is deducted from the claim and the claimable amounts are removed.

When reaching my conclusions I appreciate that Mr and Mrs W don't think there is a limit applicable to the out of hours treatment. But I don't consider that is the correct way to apply the policy terms. The word "*treatment*", as defined by the policy, was a consultation that was out of hours. That is described as one item for £336 on the invoice issued by Mr and Mrs W's vet. As such the correct interpretation is to limit that fee to £100. I know Mr and Mrs W don't agree, but their suggestion that there is no limit on the consultation but rather the out of hours surcharge isn't correct because they are treated as one and the same in invoice they were supplied with. The fact that the consultation fee is inflated because the pet was seen out of hours makes no difference here. My view remains that the "*treatment*" their pet received was an out of hours consultation and as such the deduction is applicable to the whole of the fee charged for this.

The parties should also note that the order in which I have calculated this claim reflects our approach to interpreting pet insurance claims fairly, with the excess being deducted first. I have calculated the rest of Mr and Mrs W's claim in accordance with the policy terms.

### **Putting things right**

HDI should pay Mr and Mrs W a total of £135.40 in respect to their claim. If they have already paid them anything towards this then they are entitled to deduct that sum from the claim amount.

**My final decision**

I uphold Mr and Mrs W's complaint against HDI Global Specialty SE and direct them to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 17 March 2026.

Lale Hussein-Venn  
**Ombudsman**