Financial Ombudsman Service

complaint

Mrs I complains QBE Insurance (Europe) Limited only paid part of her insurance claim.

background

Mrs I's cat had nasal problems so she took it to the vet. After an investigation, a retained tooth was found in the nasal cavity. The cat was referred to a dental vet for the tooth to be removed.

Mrs I made two claims; one for rhinitis totalling £1,821.67 and the second for £1,446.39 to remove the tooth. QBE said all the treatment was dental related and Mrs I's policy had a limit of £500 for dental conditions which it paid. But Mrs I said the tooth was a 'foreign body' and the cost of removing it should be covered under her policy.

Our adjudicator didn't think QBE had done anything wrong but Mrs I didn't agree and asked for an ombudsman to review her case.

I sent a provisional decision to the parties last month. I said QBE should pay the claim for rhinitis as I didn't think this was a dental investigation. These investigations were limited to £500 under Mrs I's policy. And so I thought it was fair that QBE limited the claim for the tooth being removed to this amount.

QBE accepted my provisional decision and Mrs I said she had no points to add.

my findings

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs I's policy covers *"reasonable vet fees arising from reasonable and customary veterinary procedures for treating an illness or injury or condition"*. And it has a limit of £500 for *"…dental treatments (as shown in the schedule), as long as it is for non-cosmetic and non-preventative dental problems…"* Dental problems and dental treatment aren't given a specific meaning in the policy.

The first claim was for an investigation into the cat's rhinitis. There were a number of symptoms that the vet looked into concerning the eyes and nose. And it was only after scans that a retained tooth was found. I don't think the investigation for rhinitis was a dental investigation and so find this claim is covered by the policy.

I think it's reasonable of QBE to treat the tooth removal as dental treatment. So the policy limit of £500 applies to the second claim.

my final decision

My provisional decision is to uphold Mrs I's complaint in part.

QBE Insurance (Europe) Limited must pay Mrs I's claim for rhinitis at £1,821.67, less any applicable excess or deductions. If Mrs I paid this claim then QBE must add simple interest at 8% per year from the date of claim until the date QBE sends payment to her.

QBE Insurance (Europe) Limited must pay £500 of Mrs I's second claim. If QBE hasn't paid this then it must do so and add simple interest at 8% per year from the date of claim until the date QBE sends payment to her[1].

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs I to accept or reject my decision before 15 February 2016.

Sean Hamilton
ombudsman

[1] HM Revenue & Customs requires QBE to take off tax from this interest. QBE must give Mrs I a certificate showing how much tax it's taken off if she asks for one.