

## **The complaint**

Mr K complains about how HDi Global Specialty SE (HDi) assessed claims under his pet insurance policy for the treatment of his dog.

References to HDi include their agents who administer the policy.

## **What happened**

Mr K had a pet insurance policy with HDi covering his dog, taken out in October 2019. In March 2023 Mr K's dog suffered a stroke. He contacted HDi to ask if there was vet he could take his dog, and Mr K took it to an out-of-hours vet. Sadly, the dog had to be euthanised. Mr K submitted two claims, one for treatment (£400.03) and one for euthanising the dog (£288).

On the first claim, HDi deducted £75 from the out-of-hours vet fee (as the amount by which the fee exceeded the £100 policy limit on out-of-hours fees). HDi also deducted a £60 policy excess and £53.01 for the 20% co-payment proportion payable by Mr K on claims (so the claim was settled at a net value of £212.03). On the second claim, they deducted: £120 for cremation costs; £68 for the euthanasia (as the amount by which the fee exceeded the £100 policy limit); and £20 for the 20% co-payment. So, the claim was settled net at £80.

Mr K also thought his dog would be covered under the provisions in the policy when a pet passed away. But HDi said the dog wasn't covered under those provisions, as it was more than nine years old (something Mr K said he wasn't aware of).

Unhappy at what had happened, Mr K complained to HDi. He said the death from illness clause was vague (as was the reduction in respect of vet fees) and it wasn't made clear to him when obtaining a quote before taking out the policy. Nor did his renewal notice make it clear the clause wouldn't apply to dogs over a certain age. And he hadn't received a copy of the policy terms and conditions, so wasn't aware of any policy limits (on claims or fees).

HDi didn't uphold the complaint. They set out the way they'd assessed each claim, including the deductions they'd made to calculate the net amounts payable. They said when Mr K took out his policy he was sent a policy schedule, policy wording and HDi's terms of business. HDi referred to specific policy wording setting out the deductions for the policy excess; co-payment; out-of-hours; and euthanasia deductions (and cremation costs). Based on this, HDi said they'd assessed the claims correctly under the policy terms and conditions (and in line with their aim to settle claims within four weeks of being received).

Mr K then complained to this service. He was unhappy at what had happened, the deductions on his claims and the dog not being covered where a pet passed away. He hadn't been provided with the policy terms and conditions when he took out the policy (nor were they provided at the policy renewal in October 2022). He'd suffered financially, including an estimated cost of £1,500 to £2,000 for a new dog of the same, pedigree breed. And emotionally from how HDi had dealt with the claim, showing no compassion for the loss of his dog. He wanted HDi to cover the cost of replacing his dog (£1,500 being the maximum sum under the policy), the cost of cremation (£120) and a goodwill payment of £250.

Our investigator didn't uphold Mr K's complaint, concluding HDi hadn't acted unfairly. The policy didn't provide cover for death from illness or cremation costs where a dog was over nine years old. He was also satisfied HDi had provided a copy of the policy terms and conditions when Mr K took out the policy and at renewal in 2022 (through an embedded link in the renewal notice). The £100 limit on out-of-hours treatment was also set out in the policy (and would have applied whether Mr K had taken his dog to any other vet outside of normal hours). The policy provided for an excess of £60 for each claim per condition and a 20% co-payment proportion of claim cost. He also thought the £100 limit for the cost of euthanasia reasonable.

Mr K disagreed with the investigator's conclusions, and requested an ombudsman review the complaint. He said there was no mention on the age restriction (for the death from illness and cremation costs) in any of the documents HDi had provided to him. And no policy wording was sent to him when the policy was renewed – it wasn't sufficient for important information (on fee limits and deductions) in a document only to be accessible through a link (rather than sent as an attachment or directly).

### **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'd first want to recognise the loss of his dog will have been upsetting for Mr K, in the circumstances he's described. Losing a pet is always distressing, added to which is the process of making a claim and it being assessed. I've borne this in mind when deciding, as is my role here, whether HDi have acted fairly towards Mr K.

There are several aspects to Mr K's complaint. First the deductions applied to his claims. Second, that his dog wasn't covered by the provisions of the policy that apply where a pet passes away. Specifically, Mr K says he wasn't told (or otherwise made aware) that the provisions don't apply when a dog passes away over nine years of age. Finally, Mr K says he wasn't provided with the policy terms and conditions, either when he took out the policy or at policy renewal in October 2022.

On the first issue, the application of deductions to the claims made by Mr K, I've considered what the policy terms and conditions provide for, in respect of each of the deductions (or limits on specific treatments). In their final response, HDi referred to specific sections of the policy for each deduction, as follows, under Section 1: Veterinary Fees (What is not covered):

*1. i The fixed excess is a fixed amount payable once per injury or illness per period of insurance...*

*1. ii. ...if your pet is aged 6 years or older there will also be a co-payment applicable to any claims made – this will be detailed in your policy schedule.*

*19. The cost of any treatment outside normal surgery hours...For necessary treatment outside of normal veterinary hours, the charge applied to consultations is limited to a maximum of £100.*

*22. Any charges greater than £100 in respect of euthanasia even in the case of your vet putting your pet to sleep to alleviate incurable and inhumane suffering following an accident or illness.*

*44. Cremation costs if your dog is aged 9 years or older..."*

I've checked the policy schedule for the amounts of the policy excess and the co-payment figure – they are £60 and 20% respectively.

Taking these points together, I've concluded HDi applied them to Mr K's claims in accordance with the policy terms and conditions.

On the issue of the provisions for the passing away of a pet (a dog) not applying where a dog is over nine years of age, the IPID, under a heading *Are there any restrictions on cover* includes the following statement:

*"! Death of your pet from illness, for dogs aged 9 years and over and cats aged 11 years and over at the time of the loss."*

This makes it clear Mr K's dog (born in 2010) was over nine years of age at the time it passed away (March 2023). So, it wouldn't qualify for the £1,500 benefit payable under the policy for 'Death from Illness'. I'll come onto the issue of whether Mr K was made aware of this provision when I consider whether Mr K was provided with information about the policy (including the age limit to qualify for the 'Death from Illness' benefit).

On the issue of Mr K not being provided with a copy of the policy terms and conditions, I've looked at the documentation when the policy was taken out and at renewal in October 2022.

Mr K provided a copy of the quote he obtained before taking out the policy. It summarises the key policy limits and specifically highlights the co-payment proportion (20%) as Mr K's dog was over six years of age. It also sets out death from illness (cover limit of £1,000 – though the Policy Schedule sets out £1,500) and policy excess (£80 – though the Policy Schedule states £60). The quote also refers to the policy wording (and IPID) for full details of cover. The quote also asks that a box be ticked (before the quote can be taken up and a policy taken out) to confirm the Policy Wording, IPID and Terms of Business (all of which are listed as links to the full documents) have been read and understood.

So, I've concluded Mr K was provided with key information about the policy (including links to key documents, including the full Policy Wording) before he took out the policy. And he was specifically asked to confirm he'd read the documents and understood them. On the renewal invitation, this was sent by email to Mr K. Certain documents were attached to the email (such as the Policy Schedule and Statement of Fact. But others – including the full policy terms and conditions – were accessible through links within the email. So, while Mr K wasn't provided with the policy terms and conditions, they were accessible through the link (as were other documents including the Insurance Policy Information Document, IPID). And the email includes a statement that should Mr K prefer to receive a copy of the policy documents by post, then he can do so by calling HDi (a number is provided).

I've considered Mr K's point that important policy information should have been provided directly – not in a link in an email. However, I don't agree. Taking the point above about how Mr K took out the policy and that he received the renewal email, I don't think it was unreasonable for HDi to highlight the policy terms and conditions through a clear link in the email (or in hard copy, by post, on request).

So, taking these points together, I've concluded Mr K did have an opportunity to read the full policy terms and conditions both at the time (before) he took out the policy and subsequently at renewal of the policy. So, he could make an informed choice about whether the policy was suitable for his needs, and subsequently whether he wished to renew the policy.

**My final decision**

For the reasons set out above, my final decision is that I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 September 2023.

Paul King  
**Ombudsman**