

The complaint

Ms F complains that West Bay Insurance Plc rejected a claim on her pet insurance policy for the cost of transporting her pet for treatment.

What happened

Ms F took her pet cat to the vet when it became ill. The vet advised that her cat needed to be transferred to an animal hospital for urgent treatment.

Ms F agreed with her vet's practice that she would arrange for her pet to be taken to the animal hospital. She later made a claim on her policy to cover her travel costs.

West Bay said transport costs were not covered by the policy and so rejected Ms F's claim for these costs. She complained but it didn't change its decision.

When Ms F referred the complaint to this Service, our investigator agreed with West Bay that the policy didn't provide cover for Ms F's transport costs.

Ms F disagrees and has requested an ombudsman's decision. She says

- it's unfair these costs are not covered, as she had little choice but to take her cat to the animal hospital as her vet doesn't provide a transfer service
- some larger veterinary practices have access to an ambulance service
- if a veterinary practice doesn't have access to an ambulance service, it is being unfairly penalised because it's a small practice.

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've taken into account relevant industry rules and guidance that insurers must deal with claims promptly and fairly and support customers using their policy, with processes that are easy to use. They should not unreasonably reject a claim.

However, it's for insurers to decide which risks they want to accept and they will consider this when deciding whether to offer a policy – and how much to charge for it. No insurance policy will cover every risk that may arise. Insurance is always subject to terms and conditions that limit the insurer's liabilities to its policyholders. If a policy covered every possible risk, the premium would be unaffordable for most people.

The policy terms set out what cover is provided. And the terms say Ms F is covered for charges made for treatment to her pet, by either a vet or a qualified specialist. That's generally the reason someone takes out pet insurance – so they have cover for treatment costs (which can be expensive) if their pet is unwell.

Treatment is defined in the policy terms 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.”

The policy terms specifically exclude ambulance charges or transfer costs unless the consumer’s vet can explain why they arranged this instead of the consumer taking the pet themselves.

I think the policy terms are clear in setting out what’s covered – what Ms F is covered for is any fees she is charged by a vet for the treatment given to her pet. If those charges include ambulance fees or costs for transport arranged by her vet, those may be included. But other costs are not covered.

The vet has confirmed it doesn’t have access to an ambulance service and didn’t arrange the transport. So it’s not something Ms F is covered for.

Ms F has explained how difficult her circumstances were. I appreciate that arranging travel for her pet was difficult and costly. But West Bay has provided the cover that’s set out in her policy and it simply doesn’t cover these costs. West Bay’s decision was in line with the policy terms and in these circumstances it was fair.

My final decision

I don’t uphold the complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms F to accept or reject my decision before 21 February 2024.

Peter Whiteley
Ombudsman