

Case study

Expert v Expert

A newlywed couple were the owners of a young puppy and they took out pet insurance. At four months of age, the puppy developed a condition which required a trip to the vet. The examination revealed their young dog needed a costly examination.

They contacted the pet insurer and lodged a claim. The insurer assessed the claim and denied it. The insurer pointed out that the policy had an exclusion which said if an animal contracted an illness that was congenital and before it turned six months old, then no cover would be provided. The insurer provided general information about the breed of dog and the condition that supported its position.

The couple disagreed with the insurer, as did their veterinary surgeon. He asserted the information provided by the insurer was of a generic nature and not specific to the insured animal.

The insurer reviewed the claim but maintained the decision to decline it, and the matter was referred to Financial Dispute Resolution Service.

When we received the complaint, we asked for further information from both parties. It was clear in the insurance contract that a claim could be denied if the insured animal fell within the exclusion clause.

However, the couple's veterinary surgeon provided a comprehensive statement that asserted the information provided by the insurer was not peer reviewed and was only downloaded from the internet. Whereas he specialised in small animals and was qualified to express an expert opinion.

This was put to the insurer, who initially rejected it and provided further information from the internet to support its position.

We then undertook research into the veterinary surgeon's qualifications and compared these to the information provided by the insurer.

This revealed the qualifications of the vet were not only of the highest order in New Zealand, but he also had international qualifications in small animal veterinary science that made him qualified as an expert in his field.

The information provided by the insurer, whilst produced by a veterinary practice, was not in the view of Financial Dispute Resolution Service, as authoritative as the insured's evidence.

This was put to the insurer who did not agree. However, it decided that rather than test this at adjudication it would make a settlement offer. The offer was accepted by the couple.

