

## **The complaint**

Mr C complains that U K Insurance Limited (UKI) linked a recent claim on his pet insurance policy to a previous condition with a maximum claim limit.

## **What happened**

Mr C's pet recently developed lameness and was diagnosed with bulging discs. She'd had spine problems before but the condition had been fine for about four years. Mr C is unhappy that his insurer linked the claims together. This meant the recent treatment would be affected by the maximum £8,000 policy limit on the original condition.

Mr C said there was nothing to show the recent lameness was connected to the earlier spine problems and his vet had confirmed the same thing to UKI. So he'd like UKI to accept the recent treatment as a new condition as far as the pet insurance policy is concerned.

UKI said Mr C's pet had been diagnosed with lumbosacral disease in 2016 after a spell of lameness. She'd received therapy and medication until later 2020. And in April 2021 the pet had developed lameness again.

UKI reviewed the pet's medical history and the vet's notes for the recent treatment. And it felt it was a continuation of the ongoing lumbosacral disease claim. MRI scan results from June 2021 showed the degenerative disc disease causing the lumbosacral disease had progressed. Bony growths had developed at the lumbosacral junction. And that indicated things were getting worse.

UKI said it'd made its conclusion based on what most likely to have happened. In order for the recent treatment to be considered as a new claim it would need to see the lameness was due to a disc bulge – and that the disc bulge was unrelated to the lumbosacral disease. But neither Mr C nor his vet had been able to show that was the case.

Mr C wasn't satisfied with UKI's response. So he contacted our service and our investigator looked into the matter. Our investigator considered the vet's opinion and the conclusion of UKI's in-house expert. But he wasn't entirely persuaded by UKI's conclusion that the original condition had worsened. Mr C's vet had stated there was no deterioration in the spinal condition. And our investigator felt the vet was better placed to make that determination as she'd physically examined the pet.

Our investigator didn't think UKI had sufficiently demonstrated that the conditions were definitely linked. So he felt Mr C should be given the benefit of doubt here. And UKI should accept this as a new claim.

UKI didn't agree with our investigator. So it's asked for an ombudsman's final decision. The disc protrusion at L2/L3 wasn't an unrelated condition. The MRI scan had confirmed the diagnosis of intervertebral disc disease, which UKI said had been the cause of the pet's issues since 2016. So UKI felt it'd processed the claim correctly and within the policy terms.

## **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.

The facts of this case are well known to both parties, so I won't repeat them all here. The main issue is whether the treatment claimed for from April 2021 is a new condition, as Mr C believes, or whether UKI has acted fairly and in line with the policy terms when considering it as part of ongoing treatment dating back to 2016 and therefore subject to the maximum limit set out in the pet insurance policy terms.

Mr C's pet insurance policy provides cover for up to £8,000 of vet fees for each separate condition. There is no time limit for the period each condition is covered for. And a condition is defined as "any injury or illness or any symptoms or signs of injury or illness, including related conditions or problems, no matter where these are noticed or happen in or on your pet."

I've looked carefully at everything Mr C and UKI have said. Mr C's vet has arrived at a different conclusion to UKI. So I've made my decision in light of the available evidence and the wider circumstances.

Mr C's vet initially felt lumbosacral issues had caused the hock swelling. But in a follow-up letter they clarified the pet had swelling in the hock and pain in the sacroiliac joint – but no lumbosacral pain. The vet said over time it'd become apparent the swollen hock had been caused by altered pelvic alignment and gait that was being caused by pain elsewhere in the back.

The vet recommended an MRI scan which showed no progression of the lumbosacral disease. The scan had identified an intervertebral disc lesion at L2-L3. And that was believed to be the cause of the current pain and issue – not the previously diagnosed lumbosacral disease.

After carrying out the treatment and studying the MRI scan, the treating vet believes the lumbosacral disease hadn't worsened or progressed. The lameness and pain were being caused by an intervertebral disc lesion at L2/L3. And it should be treated as a separate condition to the previous treatment.

UKI believed the recent treatment was related to an ongoing issue. It'd accepted previous treatment as a continuation of previous claims for lumbosacral disease/disc protrusion L7/S1 starting in 2016.

UKI said its understanding was that intervertebral disc herniation was the most common cause of lumbosacral disease. Intervertebral disc disease (IVDD) was a progressive disease and the most common spinal disease in dogs. And there was a relationship between the bone spurs noted in the MRI scan and IVDD.

The MRI scan had identified changes to several spinal discs. That indicated IVDD, which now appeared to be affecting the L2/L3 disc region. UKI said the clinical signs and MRI scan confirmed the diagnosis of IVDD. It'd been the cause of the pet's issues since 2016 and the disc protrusion at L2/L3 wasn't a medically unrelated condition.

I've noted UKI's comment that it isn't always necessary to examine the pet to make a diagnosis. And I've considered the insurer's response explaining why it believes the recent treatment was a continuation of the treatment provided to the pet over a number of years in relation to the L7/S1 area.

I've looked carefully at the pet's medical history and UKI's response. But I don't think UKI has done enough to persuade me to disregard the expert opinion of the vet treating Mr C's pet. On this occasion, where there were existing problems relating to the pet's spine, I think the additional benefit of examination will have helped the vet reach their analysis. The vet treating Mr C's pet confirmed the lumbosacral disease hadn't worsened. And she believed the treatment claimed for was unrelated to the previous condition.

### **Putting things right**

I've carefully considered the information provided by both parties. And I recognise that UKI will not agree with this decision. But on this occasion I'm more persuaded by the opinion of the vet treating Mr C's pet.

UKI should accept the treatment from April 2021 as a new condition under the terms and conditions of the pet insurance policy. It shouldn't be linked to the previous claims or subject to the £8,000 maximum limit applied to that condition.

### **My final decision**

My final decision is that I uphold this complaint. I direct UK Insurance Ltd to carry out the steps I've outlined in 'putting things right' above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 17 June 2022.

Andrew Mason  
**Ombudsman**