

The complaint

Mr B's complaint is about a claim he made on a pet insurance policy he has with U K Insurance Limited (UKI). He is unhappy that UKI declined a claim for treatment of his dog because it was within the first 14 days of the policy cover.

What happened

Mr B had a policy with UKI for his dog H in 2020. When he was sent the 2021 renewal documentation, he thought the premium was too high. After speaking to UKI, he declined the renewal and took a new policy with it. The policy started on 5 October 2021.

As is usual, cover was restricted on the policy to exclude any medical conditions that had started before the start date of the policy:

'There is no cover for:

- i. any existing or previous illness, injury or disease or:*
- ii. any symptoms of illness, injury or disease*

that your pet(s) has suffered or anything in any way related to them from the start date of the policy or the addition of a pet to a policy.

There is no cover for any claim for or in connection with any illness or disease arising during the first 14 days of your pet being covered.'

On 12 October 2021 Mr B took his dog to the vet as it had been lame in his left foreleg since 9 October 2021. This had occurred following a period of vigorous exercise. The treating vet noted:

'CE: very subtle lameness seen at walk. NAD on examination of limb, no area of pain on palpitation and ROM good.

Advised Metacam and strict rest with gradual build up of exercise. If no improvement re-see.'

Mr B reported to the vet that H had been fine after the vet's advice was followed. However, in November there was a reoccurrence of slight lameness following exercise. Mr B was advised that the type of exercise after which the lameness had occurred would place strain on H's joints, so it should be stopped. Analgesia and restricted exercise were recommended along with further investigations in the form of x-rays. Mr B subsequently confirmed that the treatment was working.

In January 2022 x-rays were taken of H's elbows and shoulders to determine if there was an underlying cause for the two bouts of lameness. There was only one abnormality found, which was a right humeral medial epicondyle fragmentation. However, it was confirmed that no clinical symptoms had been noted. The vet concluded that the lameness was a *'flare up of soft tissue injury L fore of unknown origin. Unable to identify point of pain today on pre sedate exam. No lameness visible following pres [sic] sedate exam.*

Further bouts of lameness were reported in both forelegs and the treatment plan advised by the vet was followed, but was not as effective. By the end of March 2022 the vet recommended CT imaging to establish a 'definitive cause' of the lameness and establish the 'significance' of the right humeral epicondyle fragment.

A claim was made to UKI a few days later. On 13 April 2022 UKI emailed the vet and asked for its opinion on the cause of the treatment H received – whether it was due to an illness as it had concluded, or an injury as Mr B believed. The vet responded by saying:

'... as can be seen from our notes made at the time of the xrays being taken on 6.1.22, that the lameness is related to a soft tissue injury or unknown origin. There was no sign of elbow dysplasia or any other congenital abnormalities seen on the xrays that would lead us to say that this condition is related to an illness.'

UKI concluded that the vet's suggestion that advanced imaging would be needed to establish a definitive cause of the lameness, didn't support the problem being a soft tissue injury. This was because advanced imaging would be used to examine a joint from multiple planes in order to see any abnormalities. In addition, it considered that the chronic recurring nature of the problem didn't support it being a soft tissue injury. As such, UKI considered that there was likely an undiagnosed illness causing the lameness.

On 5 May 2022 UKI declined the claim as the illness had started within the 14-day exclusion period for illness or disease.

Mr B wasn't happy with this outcome and complained. UKI didn't change its decision and so the complaint was referred to us. Following doing so, Mr B confirmed that following the claim being made, H had improved, such that no further medication or vet visits had been needed. As such, the further investigations suggested hadn't been done.

One of our investigators considered the complaint and recommended that it be upheld. He highlighted that the vet had confirmed that there was no evidence of an underlying illness causing the condition and that the problem had likely resulted from soft tissue damage. As such, he wasn't persuaded that the cause of the condition the claim related to was due to an illness present in the first 14 days of the policy and so it was not appropriate for UKI to have declined it. He recommended that UKI pay the claim.

UKI didn't accept the investigator's conclusions. It reiterated its previous conclusions and said that if further investigations were undertaken, it could reconsider the claim.

Our investigator responded to UKI. He explained that the treating vet's testimony held more weight than UKI's veterinary nurse's opinion, as the vet had actually examined H.

UKI remained unhappy with the investigator's conclusions. It said that no definitive cause of the lameness had been established and the vet's notes were not supportive of there having been a soft tissue injury; that was just a suggestion by the vet. UKI also said that independent papers had reported that an epicondyle fragment could be the cause of foreleg lameness in dogs, and in the circumstances, it felt it was fair for it to query this and approach the claim with caution. When the investigator didn't change his mind, UKI asked that the complaint be referred to an ombudsman.

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.

As I have said above, it is normal for pet insurance policies not to cover illnesses or disease during the first 14 days, although they will normally cover accidents and injuries. So, if the evidence showed that the cause of H's lameness was an illness or disease, then UKI would have acted reasonably in excluding the claim. However, I am not persuaded that is the situation in this case.

The starting point in any such cases are the treating vet's contemporaneous notes and opinions. We will place a significant weight on this evidence as the vet has actually examined the animal. In this case, the vet was satisfied that the underlying cause of the lameness was most likely a soft tissue injury. I would at this stage comment that, as UKI is well aware, it is not always possible to prove definitively what the cause of a condition is. While UKI has said that there is no evidence of a soft tissue injury, I am not sure what evidence it would be expecting. In this case when the lameness first occurred, Mr B's dog was reported as having been exercising vigorously, presumably off the lead as it was described as running, and immediately afterwards it was limping slightly.

The fact that Mr B hadn't noticed a stumble, a slight imbalance on uneven ground or something similar, doesn't mean that a minor injury didn't occur. The subsequent occurrences were confirmed to have occurred following further episodes of vigorous exercise, such as running after balls or jumping around. If the initial soft tissue injury was not completely healed, such activities could very easily result in the injury being irritated. The fact that H's lameness has resolved itself and there have been no further occurrences, would indicate that there wasn't an underlying illness or disease causing the condition.

UKI has highlighted that when the x-rays were taken it was identified that there was a right humeral medial epicondyle fragmentation, and that this could cause foreleg lameness in dogs. I don't doubt that is the case. However, the lameness that had been reported at that time was in H's other leg and the vet confirmed that there were no clinical symptoms of the epicondyle fragmentation. As such, I am not persuaded by UKI's argument in this regard.

I am satisfied that, based on the evidence in this case, UKI should not have declined this complaint on the basis that the condition claimed for was caused by an illness or disease present in the first 14 days of the policy. As such, it should settle the claim in line with the remaining policy terms and conditions.

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My final decision

My final decision is that I uphold this complaint. In full and final settlement U K Insurance Limited should settle Mr B's claim in line with the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 16 November 2022.

Derry Baxter
Ombudsman