

## The complaint

Mr R's complaint is about a claim he made on his HDI Global Specialty SE ('HDI') pet insurance policy which HDI declined.

Mr R feels that HDI treated him unfairly and wants them to accept his claim and reimburse him for the vet fees he's had to pay himself.

## What happened

Mr R took out a pet insurance policy with HDI in November 2022. In 2023 he claimed for the vet fees for problems with his pet's tail, which led to it being amputated.

When Mr R submitted his claim, HDI reviewed his pet's clinical history then asked his vet to confirm whether the symptoms the pet experienced in 2021 in relation to the pet's tail were related to the current condition for which the pet was being treated. The vet replied that it was likely that the treatment given in January 2021 was related. As a result HDI declined Mr R's claim on the basis that the illness or injury was pre-existing and therefore not covered.

Unhappy Mr R went back to his vet. The vet then sent a report saying the condition being claimed for currently wasn't related to the treatment given in 2021. Mr R then obtained a second opinion from another vet who said the condition treated in 2021 wasn't something they would have associated with the current condition.

Our investigator considered Mr R's complaint and upheld it. He thought that there wasn't enough evidence to demonstrate the pet had a pre-existing condition so directed HDI to pay Mr R's claim plus interest at 8% per year simple. He also said HDI should pay Mr R £75 for the upset caused to him in declining his claim.

HDI didn't agree so the matter was passed to me to consider. I issued a provisional decision earlier this month in which I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Having done so, I don't uphold Mr R's complaint. This is why.*

*The starting point is the policy terms. They say:*

*"What is not covered?*

*7. Any illness arising prior to or within the first 14 days of the inception date of the insurance or a pre-existing condition."*

*"Pre-existing condition" is defined as "Any illness or injury or complication directly resulting from an injury or illness, whether diagnosed or undiagnosed that has been identified or investigated by a vet or is otherwise known to you prior to the start of the insurance or within the first 14 days of the policy for illness or 48 hours in the case of an injury."*

*The condition that Mr R was claiming for was for an infection to his pet's tail as a result of it having screw tail. This resulted in the tail being amputated. So, the issue I need to determine is whether Mr R's dog suffered from an identical illness before the policy was taken out.*

*I've thought carefully about this and looked back at the vet's clinical notes. In 2021 the pet also had an infection in its tail which resulted in treatment being prescribed, which resolved the issue. I've also thought about whether the cause of the infection was likely to be the same- namely the pet's screw tail. The evidence I've seen seems to support this.*

*The vet's notes in 2021 set out in both cases that the infection is in the pet's tail fold. In the 2021 notes it states "very deep skin fold and tail very tight with large fold and infected." The assessment is that it's an infected skin fold. In the current claim the notes read "reoccurring infected tail fold. Discuss options and advice surgery to start with antibiotics and to arrange referral for surgery."*

*There's also a separate reference to the pet having this problem a few times before as a result of it not being dried properly after bathing. I don't read the clinical notes as referring to problems the pet had with its anal glands previously as being related to this in the same way the investigator did. The interpretation of the notes don't lend themselves to this because that reference is historic and the problem being discussed in the notes are current. The initial treatment prescribed for the infection in the current claim was for the pet to be bathed in hibiscrub and given antibiotics. This is the same treatment that was prescribed in 2021 for the problem it was experiencing then.*

*I know that the infection in the pet's tail on this occasion was clearly worse than in 2021 to the extent it required its tail to be amputated, but I don't think that makes it any different to the original infection, which is likely to have been caused by the pet's screw tail. I think both the pet's own vet's notes support this, as does the information given by the treating vet at the time it was asked the question about whether the illnesses were related. I know the vet subsequently changed its position on this and Mr R was able to obtain a further opinion to the contrary, but I'm not persuaded by their content. The treating vet doesn't say why the earlier answer he gave was wrong and there's no clinical information to support why two infections to the pet's tail, which presented in the same way, albeit less extremely in 2021, and were treated in the same way, aren't related. Indeed, there's nothing to support that one of those conditions was for example caused by something else- like an injury or other external factor.*

*I've also taken into account the detailed information provided by HDI's vet. Whilst their opinion amounts to a commentary rather than an examination of the pet, I am persuaded that it's most likely that the underlying cause of both infections (the pet's screw tail) is the same.*

*I take the point that Mr R has made that the treatment given in 2021 was isolated and resolved the issue and that there was a gap of two years before the pet experienced an infection in its tail again. But I don't think that matters. The issue is whether it has the same underlying cause, and in this case, I'm satisfied that it does. And I agree with HDI's vet about why the time between the episodes of tail infections that required veterinary treatment was likely to be so long. The clinical notes make reference to Mr R cleaning the tail with dilute hibiscrub and to the fact that the infections were reoccurring. Like HDI's vet, it sounds very much like Mr R had managed the issues with his pet's tail since 2021, until it became unmanageable."*

*I asked both parties to provide me with anymore comments or evidence in response to my provisional findings. Both parties have now responded. HDI have accepted my provisional decision. Mr R has commented that the situation he finds himself in is frustrating because he*

wasn't advised by his vet that his pet's condition could be considered pre-existing by HDI. He's asked for advice about how to complain to his vet about this.

### **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.

Having done so, and in the absence of any submissions that persuade me otherwise, I remain of the view that Mr R's complaint shouldn't be upheld for the same reasons set out within my provisional decision.

As the investigator explained, I can't comment on how Mr R can complain to his vet. And I whilst I appreciate my decision will be disappointing for him, I hope I've provided a thorough explanation of why I won't be upholding his complaint.

### **My final decision**

For the reasons set out above and within my provisional decision, I don't uphold Mr R's complaint against HDI Global Specialty SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 February 2024.

Lale Hussein-Venn  
**Ombudsman**