

The complaint

Mrs M complains that U K Insurance Limited trading as Direct Line ("UKI") declined a claim on her pet insurance policy.

What happened

Mrs M adopted a cat from a rescue centre in November 2020. At the time she was told her cat had tested positive for Feline Immunodeficiency Virus (FIV).

She took out a pet insurance policy and says she knew this condition wouldn't be covered as it was pre-existing.

In July 2023 Mrs M took her cat to the vet as he was unwell, with problems including inflammation of his mouth, ulcers, and inflammation of his left eye. There were regular visits to the vet during the following weeks with other symptoms also seen, but sadly her cat's condition got worse and in September she made the difficult decision to have her cat put to sleep.

Mrs M claimed for the treatment costs but UKI said the claim would not be covered as the problems were caused by the FIV condition which had been present when she bought the policy, and pre-existing conditions are not covered.

When Mrs M questioned this UKI contacted her vet, who said there were other possible causes and her cat had tested positive for Feline Calicivirus (FCV). UKI didn't change its decision and Mrs M complained.

In its response to her complaint, UKI referred to the various issues recorded in the vet's notes and said:

- the symptoms were consistent with FIV and while it couldn't be certain, it was most likely the symptoms were caused by FIV
- this was a pre-existing condition
- even if FCV contributed to his symptoms, this could easily still have been a pre-existing condition.

Mrs M referred the complaint to this Service. Our investigator's initial view was that it wasn't fair to decline the claim as the vet had said the problems were likely due to FCV and UKI hadn't shown this was a pre-existing condition.

After UKI provided further comments the investigator reconsidered things and contacted Mrs M's vet. She then came to the view it was fair to decline the claim as it was unlikely Mrs M's cat could have contracted FCV after she adopted him. So it was likely both conditions had been present before she took out the policy.

Mrs M disagrees and has requested an ombudsman's decision.

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 relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

The policy provides cover for treatment costs but there's no cover for *"any claims in connection with or arising from any pre-existing condition, unless fully declared and accepted as covered in writing"*.

And there's no cover for *"any claim for a recurring condition that's in any way connected to or as a result of:*

i) a pre-existing condition ..."

A pre-existing condition is defined as including something that happened before the policy started, or has the same diagnosis as something present before the policy started or is caused by or related to something that was present before the policy started. I've considered whether it was fair to apply this exclusion to Mrs M's claim.

Mrs M says she accepts that her cat had FIV when she took out the policy and anything related to that isn't covered. But she says her pet's symptoms were more likely caused by something else, in particular FCV, and UKI hasn't shown this was present in 2020.

As UKI is relying on an exclusion to reject the claim, the onus is on UKI to show this is fair. I've considered the evidence it has relied on carefully. This includes:

- Once infected with FIV, a cat will remain infected for life and the virus may damage the cat's immune response and lead to signs of disease. Typically, infected cats will develop recurrent bouts of infections or diseases that gradually get worse over time. Clinical signs include amongst other things weight loss, recurrent fever, lethargy, enlarged lymph nodes, gingivitis, and inflammation of the gums and mouth.
- FCV is a highly contagious virus that is spread between cats through direct contact.
- Mrs M's cat has been kept indoors since he was adopted, due to his FIV status. As he is the only cat in the household, the FCV virus must have been contracted before he was adopted and therefore before the policy was taken out.
- There's clear evidence the clinical signs her cat was showing were caused by his underlying viral immunocompromise. Due to the way these viruses are contracted, he would have been FIV and FCV positive before the policy started.

At the time, Mrs M's vet disputed the decision because it was not confirmed that the symptoms were related to FIV and there were other possible causes. But no other causes have been confirmed and the symptoms are common to both FIV and FCV, so it seems likely they were related to these.

It's not possible to say definitively that her cat had FCV before the policy started. Where something isn't certain I need to decide, on the balance of probabilities, what's more likely. Given that Mrs M's cat didn't come into contact with other cats after she adopted him it's unlikely he could have developed FCV then – it's more likely it was already present in 2020. And in any event, it is clear that before she bought the policy her cat had FIV and that was likely a cause of the later problems alongside FCV.

I appreciate how upsetting it would have been for Mrs M, seeing her pet suffer. She has also explained how difficult things were for her as a result of having her claim rejected. But taking into account all of the above factors I'm satisfied the problems her cat had were a result of the conditions he already had when she bought the policy. On that basis UKI's decision was in line with the policy terms and was fair.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 30 April 2024.

Peter Whiteley
Ombudsman