

The complaint

Mrs L complains that U K Insurance Limited (UKI) declined a claim for her dog's ear infection, under her pet insurance policy.

What happened

Mrs L says her dog suffered from ear problems in September 2023. The vet diagnosed an ear infection. She says the claim was declined by UKI as it thought this was linked to a pre-existing skin allergy. Mrs L bought some ear cleanser from her vet on 28 July 2023. She says UKI refers to the ear infection starting in July. But this wasn't correct. She buys ear cleanser regularly to maintain the condition of her dog's ears. He didn't have an ear infection until September. Mrs L says at this time her dog was rubbing his head on the floor and whimpering.

Mrs L says her dog was assessed for a lesion on his left ear in 2018. This wasn't an ear infection, and no treatment was provided. In November 2019 she reported that her dog was flapping his ears. The vet found some wax, but no treatment was provided. Mrs L says medication was given to treat a skin allergy around this time as her dog was licking around his perineal area and his feet. She maintains her dog hasn't had issues with his ears previously that should mean her claim is declined.

In its final complaint response UKI says treatment for an ear infection was given to Mrs L's dog between 28 July and 30 September 2023. It says the records indicate incidents of ear itchiness had occurred prior to this. It refers to the lesion in 2018 and the waxy build up in Mrs L's dog's ears, which her vet suspected was an allergic skin disease. UKI says the medication the vet provided was to treat allergic itchiness. And that Mrs L's dog was on this treatment throughout 2020.

UKI says when the allergy treatment ceased at the end of 2020 Mrs L's dog became itchy again, and was placed back on medication in January 2021 until April 2022. In May 2023 UKI says Mrs L changed her dog's diet and was buying skin supplements. It says this was two months prior to the most recent bout of itchy ears. UKI says this shows the ear infection was a pre-existing condition.

Mrs L didn't think UKI had treated her fairly and referred the matter to our service. Our investigator didn't uphold her complaint. He says the clinical records show an ongoing issue with itchy skin caused by an allergy. This was controlled by medication. When the medication stopped the itchiness returned. Our investigator says the vet suggests the recent ear infection may be linked to a visit to the groomers. But it hasn't clearly explained why. He says the skin allergy condition most likely caused the ear infection and as this was a pre-existing condition the claim can be declined.

Mrs L disagreed with our investigator's findings and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

I issued a provisional decision in July 2024 explaining that I was intending to uphold Mrs L's complaint. Here's what I said:

provisional findings

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'm upholding Mrs L's complaint let me explain.

It's for the policyholder to show that their pet has required treatment for an insured condition. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to. UKI has relied on its pre-existing condition exclusion not to pay Mrs L's claim in this case. I've focussed on whether this is fair.

Mrs L's policy terms define a pre-existing condition as:

"Any condition, injury or illness that;

• Has happened or has shown early signs or symptoms; or • Has the same diagnosis or signs and/or symptoms as a condition your pet has already had; or • Is caused by, relates to, or results from, an injury, illness or condition your pet had, before your pet was covered by this insurance.

No matter where the injury, illness or signs are noticed or happen in, or on, your pet's body."

I've read the clinical records for Mrs L's dog. It refers to occasional ear scratching in 2018 and an ear lesion that was found in December that was left untreated. In 2019 the records refer to the dog having an itchy bottom, licking his feet, and flapping his ears. Medication to treat an allergic skin condition was given at this time. There was a period at the end of 2020 when the medication was stopped. However, itchiness symptoms returned shortly afterwards so the medication was resumed. There are further entries in the notes that support a diagnosis of a skin allergy.

In July 2023 Mrs L's vet provided ear cleaner. I note UKI's comments that this supports its argument of the ear infection being a pre-existing condition. However, Mrs L says she maintained the condition of her dog's ears by regular cleaning. This wasn't prescribed as a result of an ear infection or because of previous ear infections. The clinical records show cleaner was also provided in December 2018. I think this goes some way to supporting Mrs L's testimony.

I can see UKI contacted Mrs L's vet for comment on the claim as she had disputed its assessment. In its email UKI says it declined the claim as it related to a pre-existing condition that started in November 2018. It says the ear infection is secondary to the dog's ongoing recurring skin issues.

In its response Mrs L's vet says:

"...we generally find that patients, with allergic dermatitis which affects the skin of the ear, will show chronic ear symptoms/issues alongside the generalised skin flare-ups. [Mrs L's dog] does not fit this profile.

...On 21st November 2018 he had a histiocytoma on the ear On 13th November 2019 he had waxy ears and started with ear cleaners Over the next few years [Mrs L's dog] has not had an issue with his ears, even when he has been itching/chewing his skin and feet. On

20th September 2023 he actually had an Otitis Externa yeast infection that my colleague treated...

...In my opinion, this could possibly be linked to a recent visit to the groomer (note 17th May 2023 entry), where as a [breed of Mrs L's dog], he is exhibiting signs of humidity causing yeast infection of the ears. I do believe this is a true ear infection not linked to any skin disorder."

UKI didn't think the vet had given a clear explanation of why the trip to the groomer could have caused the ear infection. It says inflamed and irritated skin are signs of allergy in dogs. It says allergens will influence the condition of the inner ear and surrounding skin. A natural balance of yeast and bacteria can be found in the ear and if this is disrupted by inflammation the ear becomes infected.

I've thought carefully about UKI's comments that the vet hasn't given a clear explanation for the ear infection if it's not due to a pre-existing skin allergy. However, a clear diagnosis of an ear infection has been given. The vet says this is due to humidity in the ear causing a yeast infection. The vet is very clear that this isn't linked to a skin disorder.

As discussed it's for Mrs L to show that treatment was required for an insured condition. She's done this. UKI says the ear infection is pre-existing, but this isn't supported in the clinical records for Mrs L's dog. There is a record of an allergic skin condition. But I don't think what UKI's vet nurse has said shows that the ear infection is definitively caused by the skin condition. Mrs L's vet says it isn't. And there is no reference to her dog suffering from an ear infection previously.

I note what UKI says about an allergic skin condition predisposing a dog to ear infections. But it hasn't shown that this was the cause of the ear infection in this case. The vet states if this was the case it would expect to see chronic ear symptoms alongside the generalised skin flare ups. In Mrs L's dog's case, there is no record of an ear infection even though the skin condition has been ongoing for a number of years. Mrs L has explained that the ear cleaner wasn't linked to an ear infection.

Based on this information I don't think there is sufficient reason to support UKI's decision to decline the claim based on its pre-existing condition term.

Having considered all of this I'm more persuaded by the expert opinion of Mrs L's vet that the ear infection isn't linked to the dog's skin disorder. This means that UKI should pay the claim or refund Mrs L with what she paid for the treatment. This should include 8% simple interest from the date payment was made until a refund is provided.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mrs L didn't provide any further comments or information for me to consider.

UKI responded in depth. It set out its reasoning for declining the claim based on Mrs L's dog's clinical records and further comments from its veterinary nurse. I won't repeat everything UKI set out in its response. Although I have considered this carefully and in full.

The crux of UKI's argument is that Mrs L's dog has an allergic skin condition which is known to result in secondary infections, including ear infections. It says the vet hasn't given a clear diagnosis to explain the cause of the infection if this wasn't due to the underlying skin condition.

UKI says it isn't saying that the ear infection was pre-existing, but rather Mrs L's dog had clinical signs of skin disease, and that these signs started before the policy was taken out. It maintains that this is the cause of Mrs L's dog's ear infection whereas an alternative to this hasn't been determined by the treating vet.

UKI also says the treating vet had written a statement that said, "*yes she would agree ear infection July-Sept likely allergic skin dz related*".

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 I'm not persuaded that a change to my provisional findings is warranted.

In my provisional decision I referred to the email Mrs L's dog's vet sent to UKI dated 31 January 2024. This was in response to UKI's request for it to comment on its view that the ear infection was a pre-existing condition. The vet's response was fairly detailed. It explained that patients with allergic dermatitis effecting the skin of the inner ear, will show chronic ear symptoms alongside the generalised skin flare-ups. The vet is clear that Mrs L's dog doesn't fit this profile.

After it had received this response UKI confirmed the condition was to be treated as pre-existing and the claim declined. It sent its final complaint response to Mrs L on 7 February 2024. In its further comments UKI refers to another response provided by Mrs L's dog's vet on 9 February. This consists of one sentence, which I copied into the section above. I note UKI's comments that this appears to support its view of the ear infection falling under its definition of a pre-existing condition.

The second response from the vet is very brief. Particularly when compared with the former more detailed reply. It is formed of one abbreviated sentence. It doesn't provide an explanation as to why the ear infection was thought to be related to the allergic skin disease. In comparison the earlier response does give a detailed explanation. It confirms why it wasn't thought that the ear infection was linked to the dog's skin disease.

I've thought carefully about this point, and reviewed all of the evidence again, alongside UKI's further comments. Having done so I've reached the same conclusion. Mrs L's dog suffers from an allergic skin disease, which UKI explains can give rise to secondary conditions such as ear infections. But the clinical opinion of the Mrs L's dog's vet is that this wasn't the cause here. The infection is referred to as a "*true infection*" and not linked to any skin disorder. As discussed, there is no prior evidence in the clinical notes of a previous ear infection at any point since 2016 when the notes begin.

Having considered all of this, I don't think there is sufficient reason for UKI to decline this claim based on its pre-existing condition term. So, my provisional decision will now become my final decision.

My final decision

For the reasons I've explained above and in my provisional decision, I uphold Mrs L's complaint. U K Insurance Limited should:

- pay the claim; or
- refund what Mrs L has paid for the treatment plus 8% simple interest from the date the payment was made until a refund is provided

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 5 September 2024.

Mike Waldron
Ombudsman