

## **The complaint**

Miss P's complaint is about the rejection of a claim she made under her pet insurance policy with Liverpool Victoria Insurance Company Limited.

## **What happened**

In March 2024, Miss P's vet submitted a claim to Liverpool Victoria for the cost of treating her cat for "*inappropriate urination*". Liverpool Victoria considered the claim but rejected it, as it said the vet's records showed the cat had symptoms of the condition during the first 14 days of the policy, which started on 28 December 2023, and as such the claim is excluded from cover.

Miss P is unhappy with this and referred a complaint to us. She says she took the cat to the vet in January 2024, as it was urinating outside its litterbox. She says she was told by the vet that the cat had cystitis and they prescribed some medication and it was resolved. In March 2023, Miss P took the cat back to the vet as it was again urinating outside the litterbox. She says the vet carried out some tests and could not find any infection so suggested that this episode was behavioural. Miss P therefore says that the incidents she attended the vet about were separate – the first a medical issue and the second behavioural – and are not linked. Miss P says Liverpool Victoria is just trying anything it can to get out of paying the claim.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was satisfied Liverpool Victoria was entitled to reject the claim for the reasons it did.

Miss P does not accept the Investigator's assessment, so the matter has been passed to me. Miss P says her vet has said the claim needs to be reassessed and there was a three month period between the two attendances, so suggests they can't be linked.

Miss P also says she has a condition which means she suffers seizures and Liverpool Victoria's handling of the matter has caused her significant stress which has triggered seizures. This is discrimination and the investigator has failed to acknowledge 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.

Miss P's policy with Liverpool Victoria provides cover for necessary vet's bills but is subject to various terms and conditions. Like many other pet insurance policies, it has a moratorium period at the beginning of the policy as follows:

*"The waiting period for illness is the first 14 days of your pet's first policy year. Any illness that shows symptoms during this time isn't covered by your policy. This also applies to any illness that:*

- *Has the same diagnosis or symptoms as the illness that started in the first 14 days.*
- *Is caused by or relates to the symptoms or illness that started in the first 14 days."*

As the policy started on 28 December 2023, there is no cover for any condition that started before 14 days after that date, i.e. that started before 11 January 2024.

The treating vet's records say Miss P brought the cat to them on 12 January 2024 and reported that for the *"last 2 weeks urinated outside of box"*.

The urination outside the litterbox would therefore have started around 29 December 2023, so within the first 14 days of the policy.

The vet prescribed cystaid tablets. Then in March 2024, Miss P took her cat back to the vet and the vet records say she reported that the cat:

*"had a period of urinating out of litter tray in January, cystaid finished, started urinating out of tray occasionally"*

Miss P says the two episodes were the result of different causes and unrelated. She also says her vet has told her they were unrelated and the claim needed to be reassessed. However, I have not seen any evidence from the treating vet that would support this.

The treating vet stated when submitting the claim on Miss P's behalf that it was for the costs of treating *"inappropriate urination"* and that they were claiming for treatment dates between 12 January and 19 March 2024. It seems clear to me from this that the treating vet considered the two episodes of inappropriate urination were linked.

I also note that Liverpool Victoria's vet said there were no tests done in January 2024 but cystitis was suspected and medication given accordingly. In March 2024, tests for cystitis were done but the vet thought it was likely a behavioural issue. Liverpool Victoria's vet said there was no definitive diagnosis of the cause of either episode, which is why the treating vet put *"inappropriate urination"* on the claim form. This does seem to me to reflect the vet's records.

Having considered everything carefully, I am of the opinion that Liverpool Victoria was entitled to reject the claim, as the evidence is that the symptoms of the condition claimed for started within the first 14 days of the policy and it is therefore excluded from cover.

Miss P has also said the stress of the matter has made her medical condition worse and has caused her financial loss, for which Liverpool Victoria should be accountable. However, despite my sympathy for her position, as I do not think Liverpool Victoria has done anything wrong, it follows that it is not responsible for any impact this matter has had on Miss P's health.

**My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 29 October 2024.

Harriet McCarthy  
**Ombudsman**