

The complaint

Mr U complains that West Bay Insurance Plc has unfairly turned down his pet insurance claim on the basis that it is a pre-existing condition.

My references to West Bay include its agents.

What happened

In October 2022 Mr U took out a pet insurance policy to cover his rescue cat. The insurer is West Bay.

Mr U's cat was vocalising while using the litter tray. His vet investigated and looked into possible underlying causes including arthritis or a neurological condition.

In January 2023 Mr U's vet submitted a claim to West Bay for "*vocalisation – arthritis*" with treatment dates 27 February 2023 to 29 December 2023, requiring diagnostics and medication. The vet submitted a separate claim for the treatment of the cat's diarrhoea. That claim is not part of this complaint.

West Bay declined the claim for vocalisation because it said it had seen from the cat's vet's notes that the first clinical signs or symptoms of the cat vocalising in the litter tray began in January 2022. As this was before Mr U's policy started, West Bay said this meant the claim was for a pre-existing condition and not covered under the policy's terms.

Mr U didn't agree with West Bay's decision and pointed out there was no evidence the vocalisation was due to arthritis. He asked his vet to resubmit the claim. The vet did so as "*Investigation into vocalisation on litter tray - ??neurological*" with treatment dates 25 January 2022 to 29 December 2023. West Bay said the amended claim didn't change its decision because Mr U had been aware of the vocalisation before the policy had started.

Unhappy with West Bay's decision, Mr U asked us to look into his complaint. He said his vet's work was investigative in nature, trying to ascertain why his cat cries and is in pain when passing liquid or solids. He couldn't see how the claim could be judged as being for a pre-existing condition when his cat's problem was unknown and unresolved.

Our Investigators didn't uphold Mr U's complaint. They thought West Bay had fairly turned down the claim as being for a pre-existing condition. Mr U didn't agree and asked for an Ombudsman's review.

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 regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

I've reviewed all the available evidence including Mr U's emails in response to our Investigators' opinion letters. Having done so, I think West Bay fairly turned down Mr U's claim. I'll explain why.

The policy doesn't cover vet treatment costs for pre-existing conditions. The policy defines "pre-existing condition" as:

"Any illness or injury or complication directly resulting from another injury or illness, whether diagnosed or undiagnosed or that has been identified or investigated by a vet or is otherwise known to you prior to the start of the insurance..."

The policy defines "Illness/Illnesses" as:

"Changes in your pet's state of health that are not caused by an accident, or any which may be resulting from gradual or biological cause."

Mr U's cat's vet notes are clear that on 25 January 2022:

o [owner] reports crying when uses tray- not sure if when passes u+ [urine] or f+ [faeces], f+ is a little soft so less likely to be f+, passes U+ freely- Occasionally notices blood in tray."

I am satisfied that Mr U was aware of his cat's vocalisation when using the litter tray in January 2022, which was before he took out the West Bay policy in October 2022. Mr U does not dispute this.

But Mr U says that his cat's condition has not been identified so the symptoms cannot reasonably be linked. He says that no one knows if it is the same condition or something different from when his cat first started suffering.

I've carefully considered Mr U's arguments. But I think it's more likely than not that his cat's symptoms in January 2022 were the same ones being investigated through 2023 and into 2024.

Mr U's vet says on the resubmitted claim form that the investigations into the cat's vocalisation on the litter tray started on 25 January 2022. In addition, I consider the vet's notes link the vocalisation in 2023 and 2024 to the 2022 vocalisation. In summary:

- February 2023: during the general health check the cat was noted to be "vocalising when in litter box **again** when urinates and defecates" (my emphasis). The vet queried whether this might be colitis, but the treatment plan for colitis didn't work.
- March 2023: the cat was still crying in pain when defecating or urinating: "*possible feel likely related to nerve pain rather than gut/bladder issue – so if no better after 14 days of cisapride or relapse then recommend trial on gabapentin*"
- April 2023: the vet queried whether the cat might have chronic colitis.
- May 2023: "O enquiring whether or not a referral [to a specialist vet] may be warranted due to **ongoing issues** with vocalising when toileting." (my emphasis).
- July 2023: "Defecation itself is normal, passes large volume each time, goes approx. 3x daily. Vocal +++ in build up to straining/passing. Is a rescued stray – possible previous injury to backend??"
- November 2023: "OR [owner reports] cries before going to the toilet. **O has been seen for the same issue a few times this year**" (my emphasis). The vet discussed further diagnostic tests of the urine and faeces, as well as x-ray imaging for possible arthritis.
- December 2023: Mr U's cat was x-rayed and given treatment for arthritis. The cat

was also treated for diarrhoea that month. Mr U reported the cat was vocalising in between using the litter tray.

- January 2023 the vet submitted the claim for the investigation into the cat's vocalisation and a separate claim for the diarrhoea claim (as it was not linked to the vocalisation claim).
- In February 2024 the vet's note say there is no obvious orthopaedic cause for the cat's described clinical signs. Due to a loss of muscle mass on the hind limbs, a neurological cause was another possible diagnosis to consider.

I think the vet's notes are clear that the vocalisation in February 2023 was linked to the January 2022 vocalisation, with the claim covering the period 25 January 2022 to 29 December 2023.

Mr U has questioned how a condition can be pre-existing if it has not been diagnosed. But there doesn't have to be a diagnosis for something to be considered as pre-existing. What's required is for the pet to be showing signs of illness or injury.

Mr U was aware before he took out the policy in October 2022 that his cat had been vocalising when using the litter tray. So while his cat did not have a diagnosed condition I think Mr U was aware that something was wrong with him, which could lead to some investigation or treatment.

I am sorry to disappoint Mr U who is still trying to find the cause of his cat's vocalisation when using the litter tray. But for the reasons I've explained I think West Bay fairly turned down his claim on the grounds that it was a pre-existing condition. This means I don't uphold his complaint.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 30 October 2024.

Amanda Maycock
Ombudsman