

The complaint

Mrs M's complaint is about a claim she made on her U K Insurance Limited trading as Direct Line ('UKI') pet insurance policy, which UKI declined to cover.

Mrs M feels that UKI have treated her unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator. Before explaining why, I wish to acknowledge Mrs M's strength of feeling about her complaint and the detailed submissions she's made in support of it. Whilst I have read everything she's said, I won't be addressing it all. That's not intended to be disrespectful but rather represents the informal nature of the Financial Ombudsman Service. Rather I'll focus on the crux of Mrs M's complaint, namely whether UKI treated her fairly when declining her claim.

The starting point is the policy terms. They say:

"What's not covered — Advanced policy:

Any condition or treatment arising as a result of tooth or gum disease if your pet has not had a dental health check in the last 12 months and had any treatment recommended, including scale and polish, by the vet carried out within three months of the recommendation."

It's not in dispute that on 25 October 2022 Mrs M's vet's notes recorded the following:

"O reports no issues, eyes, ears ok. Calculus, one of upper left premolars is very wobbly, adv needs dental and poss extractions."

It's also not in dispute that the vet recommended the pet have teeth extracted on 19 February 2024, following which the extractions took place. Mrs M's complaint is that UKI declined that claim based on the note recorded on 25 October 2022 because she had not carried out the treatment that appeared to have been recommended within three months of that date.

Mrs M is adamant that her vet did not advise her to carry out dental treatment or extractions at that time. But it's clear the clinical notes record otherwise. After her claim was declined, Mrs M's vet wrote in the following terms:

"...on the 25th October 2022 I saw (the pet) for a health check and annual booster vaccination. During consultation, a 'wobbly upper left premolar' was noticed and a dental with extractions was discussed with the owner. At that point (the pet) was still comfortable,

eating well and was not demonstrating any signs of oral pain thus the owner elected not to proceed with the dental. However, when (the pet) was examined on the 19th February 2024 and a dental was again recommended, the operation was arranged for shortly after."

Whilst I appreciate the intention of that letter was i to be supportive of Mrs M's challenge to UKI, it seems to confirm that dental treatment was recommended in February 2022 but Mrs M decided not to proceed at the time. Whilst I understand her reasons for that, I can't say that UKI acted unfairly by turning down her claim. The policy term I've referred to above is a common feature of pet insurance policies and I'm not persuaded by any of the arguments Mrs M has made that suggest that UKI shouldn't be entitled to rely on the evidence they've been presented when they declined her claim.

In reaching my conclusions I appreciate Mrs M has referred to her vet also saying that she can't recall the details of the conversation she had with Mrs M in 2022 on the question of her notes. I've noted the context in which that comment was made- namely in response to a specific challenge by Mrs M about what the vet specifically told her at the time. I wouldn't expect the vet to remember the exact words she used nor indeed advice she gave over two years prior. The purpose of the clinical notes is to record that advice contemporaneously. So although Mrs M says that she wasn't advised to proceed with dental treatment at the time, I would question why the notes would record otherwise in the absence of that. There is in my view no obvious explanation. So, I think that on balance, UKI were entitled to rely on that evidence in the same way I have when reaching my conclusions.

Finally, I know that Mrs M feels the clinical note recorded by another vet in November 2023 made a record of her pet having 'moderate calculus' at that point, but didn't recommend treatment in his notes. Whilst that's true, I can't comment on why he might not have recommended treatment then. But even if I thought that vet didn't think treatment was required, I can't ignore the earlier clinical note, nor the clarification received in respect of it from the original vet and I don't think UKI should either. The evidence I have seen supports that Mrs M was advised to proceed with dental treatment to her pet in February 2022 and this treatment wasn't undertaken within the three-month period allowed by the policy. As such her claim isn't one I would expect UKI to cover.

My final decision

For the reasons set out above, I don't uphold Mrs M's complaint against U K Insurance Limited trading as Direct Line.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 13 March 2025.

Lale Hussein-Venn
Ombudsman