

## The complaint

Mrs C is unhappy U K Insurance Limited trading as Direct Line (“UKI”) has declined a claim made on her pet insurance policy.

Any reference to UKI includes the actions of its agents.

## What happened

The circumstances of this complaint are well known between the parties. And as the investigator explained detailed events in her view, I won’t repeat them here. Instead, I will focus on the 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; supporting a policyholder to make a claim; and not unreasonably reject a claim.

Some pet insurance policies provide lifetime cover, whilst others only provide cover for a limited period. Mrs C’s policy - for her dog, “Y” - provides cover for each condition for 12 months, or until the policy limit of £4,000 is reached. The 12-month period starts from the first date of treatment. This is clearly set out in the policy documents.

Y received treatment for a lipoma in April 2024. But UKI has said it’s not covered as Y first received treatment for it in February 2020 – when a fine needle aspirate (FNA) was performed to test the cells. It said the later treatment, in April 2024, to remove the lipoma is therefore, outside the 12-month period.

But Mrs C doesn’t consider its decision to be fair. She says that whilst the mass was first identified in 2018, and subsequently tested in February 2020, she *wasn’t* told the mass *needed* to be removed at this time. And she doesn’t consider it reasonable for UKI to consider the FNA as “treatment”.

The policy defines “treatment” as “Any vet fees for necessary examinations, consultations, advice, tests, x-rays, surgery, prescribed drugs or medication, nursing or care given by or under the direction of a vet during a period of insurance.”

I’m satisfied the FNA can reasonably be considered a test as it was carried out to find out the make up of the mass’ cells.

But even if I wasn’t persuaded the FNA amounted to treatment, the clinical notes persuade me that Mrs C was given “advice” to have the mass removed. I say this because the clinical notes from 19 February 2020, say:

*“Mass extends from lateral L thigh to cranial thigh now. Will start interfering with motion eventually. Given size best it get off sooner rather than later. FNA quite oily*

*suspect lipoma. Await results. If lipoma recommend excise over next 6[months] as will be long incision as it stands now."*

And later, on 27 February 2020, the notes say:

*"Results consistent with lipoma. Monitor and recommend excision over next 6 [months] due to size."*

So, as Mrs C was given advice to have the mass removed within six months, I'm satisfied it's reasonable for UKI to conclude the 12-month time-limit started in February 2020 as Mrs C could have made a claim on her policy at this time.

I understand Mrs C didn't consider the removal of the mass to be necessary because it wasn't malignant and wasn't impacting Y's quality of life at that time. She was also conscious of potentially needing to make claims for undiagnosed lumps in the future. But here, that's not pertinent to determining if UKI's decision to decline the claim is fair.

What's relevant is whether the vet had recommended investigations or treatment for the clinical signs Y was displaying in February 2020 – which I'm satisfied they had. So, whilst Mrs C has her reasons for not having the mass removed at that time, this doesn't mean UKI has been unfair in starting the 12-month time limit in February 2020.

Mrs C has said even if she'd agreed to having the mass removed at that time, the operation wouldn't have happened within the 12-month time frame because of the pandemic. Whilst I recognise there were restrictions in place, the clinical notes show Mrs C was able to visit the vet again in December 2020 – at which time the mass was discussed.

Notably, this visit was still within the 12-month time frame. The clinical records say: *"Disc lipoma – is large – disc may get too large to be completely excised and may start to impact mobility. O not keen to remove."* So, whilst I can't be sure of the exact restrictions in place, on balance, I'm more persuaded the removal of the mass didn't happen in the 12-month time limit because Mrs C had chosen not to, not because of the implications of the pandemic.

For the above reasons, I'm satisfied UKI's decision to decline the claim was both in line with the policy terms and was fair and reasonable in the circumstances.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 2 April 2025.

Nicola Beakhust  
**Ombudsman**