

The complaint

Ms L'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.

Ms L says UKI treated her unfairly.

What happened

Ms L took out a pet insurance policy with UKI which started to run on 15 September 2023 for a 12-month period. UKI says Ms L had a previous policy in place with them from 11 September 2020 until 11 September 2022 which was cancelled so there was a period of 12 months where cover with UKI wasn't in place.

In February 2024 Ms L's pet was experiencing symptoms of lameness for which investigation was required. Her vet suspected her pet could have cruciate ligament issues, so a request was made for UKI to agree to fund the investigative costs involved in considering this. A quote for approximately £4,000 was supplied.

UKI considered the potential claim and the pet's clinical history and concluded any claim of this nature would not be covered because the pet was experiencing signs of lameness in 2022 and UKI thought this was connected to the claim Ms L was making now. As such they declined cover. Ms L says she hasn't been able to pay for the investigations proposed and that her pet is still limping.

Our investigator considered Ms L's complaint and concluded that it should be upheld. UKI don't agree so the matter has been passed to me to consider.

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 uphold Ms L's complaint for broadly the same reasons set out by the investigator.

The starting point is the policy terms. They exclude claims in connection with or arising from any pre-existing condition, unless fully declared and accepted as covered in writing.

"Pre-existing condition" is defined 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."

The policy also sets out the following:

“Bilateral Condition Any condition affecting body parts of which your pet has two, (for example ears, eyes, cruciate ligaments, hips and patellae). When applying a benefit limit or exclusion Bilateral Conditions are considered as one condition. In relation to claims for cruciate ligament problems, we will always consider these as being caused by a bilateral degenerative disease, whether symptoms occur gradually or there is a sudden onset that may have been triggered by an injury”.

UKI's position is that the problem Ms L is seeking assistance for is pre-existing because the pet had experienced signs of lameness before the policy was in place and that this was connected to the problem currently suspected by the vet.

I've considered the pet's clinical history, the comments by Ms L's vet and UKI's own inhouse veterinary medical team. UKI has also said a very detailed review was undertaken of Ms L's pet's clinical history by one of their veterinary Nurses. Having done so, I'm not satisfied that UKI have established that on balance, the condition currently being claimed for is related to the problems the pet experienced in 2022, nor that the records from 2023 support this position.

It's true that in October 2022 Ms L's pet presented with symptoms of lameness in 2022 but from what I've seen there's nothing in the clinical notes that links this with the problem Ms L's vet thought was the likely cause of this claim in 2024. And from what I've seen the pet made a full recovery not long after it presented with lameness in 2022. Whilst I appreciate UKI's point that cruciate disease can wax and wane over time, this is entirely at odds with what Ms L's vet has said about the nature of the problem in 2022. And the fact that Ms L's pet is particularly active and participates in competitions seems to support her vet's contention that if cruciate disease was the cause in 2022, this would have been evident much sooner. More to the point, from what I've seen, the cause of the problems with Ms L's pet's current problem is not known but merely suspected. So, I think it's difficult for anyone, including UKI, to say what is wrong with Ms L's pet and how that could possibly be connected to any earlier lameness.

When reaching this conclusion, I'm not satisfied that there is any evidence in 2023 that the pet had any particular problems with the same limb complained about. I appreciate that whilst the pet was sedated the vet said they would check all of the limbs but that in itself doesn't support that there was necessarily a problem here with the same limb in question.

Overall, I take the view that there isn't enough evidence in this case, on balance, to support a link between whatever is wrong with Ms L's pet's limb and the problem that it presented with in 2022. If the investigations Ms L has been advised to allow her pet to be subject to reveal her pet has cruciate disease, I also don't think there's enough to support that this was connected to the pet's previous problem in 2022. I think the fact that it was free of any problems at all with that limb and only suffered for a short duration before going back to a very active lifestyle, supports that it would have had problems far sooner than it did if this problem was presenting that long ago. As such I prefer Ms L's vet's evidence on this issue over UKI's which is, at best, circumstantial and not necessarily applicable to her pet's circumstances.

Putting things right

To put things right, UKI should pay any claim Ms L decides to make for the investigations that are the subject of this claim, subject to the remaining policy terms.

I don't think Ms L has paid anything in respect of veterinary fees in respect of this claim but if

she has, UKI should also pay her interest at 8% per year simple from the date she paid those costs, until the claim is paid.

My final decision

I uphold Ms L's complaint against U K Insurance Limited trading as Direct Line and direct them to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 3 June 2025.

Lale Hussein-Venn
Ombudsman