

The complaint

Ms L complains that Stonebridge International Insurance Ltd declined a claim on her pet insurance policy.

Where I refer to Stonebridge, this includes its agents and claims handlers acting on its behalf.

What happened

Ms L made a claim on her policy for treatment costs after her cat had treatment for a urinary condition.

Stonebridge declined the claim on the basis it was for a pre-existing condition. It said Ms L's cat had had urinary issues continually since before the policy started; the diagnosis was feline lower urinary tract disease (FLUTD) and she'd had the same symptoms each time.

Our investigator didn't think it was fair to decline the claim. He said:

- Her cat did have urinary problems before the policy started, but her vet had explained that the earlier issue and the treatment claimed for had a different diagnosis.
- FLUTD is a term for a range of problems that can have different causes. Stonebridge's vet has said that regardless of the cause, the symptoms are the same – but the key issue is whether they have the same underlying cause.

The investigator recommended that Stonebridge settle the claim and pay compensation of £100 for the distress and inconvenience caused to Ms L when her claim was declined.

Stonebridge disagreed. It says there are ongoing issues with the cat's urinary functions and:

- While FLUTD itself doesn't directly cause a urinary tract infection, some underlying conditions associated with FLUTD, like cystitis, can make a cat more susceptible to urinary tract infections. And if a cat has urinary retention due to a blockage or other causes, this can increase the risk of infection as well.
- The policyholder's vet will always side with their customer, so they are not independent.
- The policy terms exclude the claim if the problem has the same diagnosis or clinical signs. It's clear the problems are all linked.

The investigator considered the further comments but didn't change their view. So I need to make a 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, and not unreasonably reject a claim.

The policy covers vets' fees and Ms L is entitled to cover for the treatment costs unless there's an exclusion or condition that applies.

There is an exclusion for costs relating to a pre-existing condition, which is defined as

Any injury or illness that

a. Happened or first showed clinical signs,

b. Has been identified or investigated by a vet,

c. Has the same diagnosis or clinical signs as an injury, illness, or clinical sign your pet had,

d. Is caused by, relates to, or results from, an injury, illness, or clinical sign your pet had, or is otherwise known to you before the start date of your pet's first period of insurance (inception) or before the date the cover level on your policy was increased.

If relying on an exclusion to decline the claim, the onus is on Stonebridge to show that it's fair to apply the exclusion to Ms L's claim.

The claim is for treatment costs relating to a urinary problem. Ms L's cat had urinary issues before the policy started. The key issue for me to determine is whether the condition now being claimed for is the same as, or directly related to, the earlier condition. Ms L was aware her cat had urinary problems, but that doesn't necessarily mean they were the same problems.

I've considered the veterinary evidence about this. Ms L's vet is clear there were two distinct issues. They have said:

"In 2019... had a full work up for urinary issues that were found to be idiopathic cystitis. However, in 2024... has had a similar work up but this has resulted in a different diagnosis of a urinary tract infection with significant crystalluria. On her lab reports from 2019 there is not a positive culture (no growth) and there have been no crystals detected within the urine.

The idiopathic cystitis in 2019 would not have led to a urinary tract infection so I see these events as two separate diagnoses, although they do present with separate symptoms in the patient."

Stonebridge's vet says that *"...regardless of the cause (idiopathic/stress/crystals) the diagnosis of this cats condition is Feline Lower Urinary Tract Disease and has all of the same symptoms each time."*

Stonebridge says the problem is the same regardless of the cause. But I do need to consider the cause of the problems. I appreciate the policy term includes claims which show the same signs or symptoms. But I need to consider whether these were signs or symptoms of a related issue. If the issues were not connected or if, at the point when she took out the policy, Ms L wasn't aware her pet had an existing issue that was likely to need further treatment, it wouldn't be fair to exclude a claim at a later date.

The clinical notes before the policy started all refer to cystitis. The vet is clear the condition claimed for is something else. As far as Ms L was aware, her pet had previously had episodes of cystitis, which were treated, and later had a different problem.

The evidence shows recurring problems before the policy started, which have all been referred to as cystitis. I don't think it's enough for Stonebridge to say this has similar symptoms as the condition claimed for, or could have caused the condition that was claimed for. It needs to show, on balance, these are the same condition – or that they have the same

underlying cause. The clinical notes, and the treating vet's comments, indicate they are not the same. I don't think Stonebridge's comments are enough to outweigh the other evidence.

On balance, I think it's more likely the condition being claimed for is not related to the issues seen before the policy started. In these circumstances it wouldn't be fair to treat this as a pre-existing condition, in which case the claim should be covered.

Having the claim rejected would have been very upsetting for Ms L. I agree a compensation payment would be fair to recognise the distress and inconvenience caused to her.

My final decision

I uphold the complaint and direct Stonebridge International Insurance Ltd to

- Settle the claim in line with the remaining policy terms and, if Ms L has already paid the fees, pay interest on the compensation from the date she paid them to the date of payment at 8% a year simple.*
- Pay compensation of £100.

*If Stonebridge International Insurance Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms L how much it's taken off. It should also give Ms L a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 7 May 2025.

Peter Whiteley
Ombudsman