

## The complaint

Ms W's complaint is about claims she made on her Atlas Insurance PCC Limited ('Atlas') pet insurance policy, which Atlas declined.

Ms W says that Atlas treated her unfairly and wants them to settle her claims.

## 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.

Before doing so I wish to acknowledge the sad passing of Ms W's pet and offer her my condolences.

## 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 for these reasons:

- Ms W submitted claims for veterinary treatment to her pet for the treatment of keratosis and the amputation of her pet's toe. The starting point is the policy terms. The policy *excludes "any condition, symptom or sign of a condition occurring or existing in any form prior to the initial cover start date"*. Atlas relied on this term when turning down Ms W's claims. Cover with Atlas for Ms W's pet started on 16 March 2021.
- In January 2021 Ms W's pet's clinical history shows that he had an excessive skin pad clipped and trimmed whilst he was under anaesthetic for other skin investigations. Further entries in the pet's clinical notes after the policy was in place set out that in November 2023 the pet had overgrowth of pad and record *"Owner will manage by rasping back keratin as done previous."* In December 2023 the notes record *"Keratic overgrowth area to side of pad still causing pain. Hard surface but owner rep soft tissue underneath and unable to file back fully."* Later that month the pet's clinical records indicate that an excisional revealed the pet had *"orthokeratotic hyperkeratosis"* in relation to an overgrowth on its pad.
- It's clear in my view that before the policy was in place, Ms W's pet did have at least the signs or symptoms of keratosis because he had to have an excessive skin pad trimmed back. Ms W says that signs of keratosis didn't appear until November 2023, after the policy was in place, and when it did, she was advised by her vet to file back her pet's skin as she had done with another pet and this is what the entry of November 2023 referred to when it stated *"as done previous"*. She also states that the skin that was clipped in 2021 was so a biopsy could be carried out to establish that the pet had pyoderma and this is what the test results of that biopsy eventually revealed.
- I appreciate what Ms W says about her reference to her filing back her pet's skin as she

had done with another pet, rather than the same pet, however I don't think this makes much difference to the outcome of her complaint. I say so because clinical the entry of January 2021 does refer to an *"excessive skin pad"* having to be clipped and trimmed. There's nothing more in that entry to indicate the reason for that and in context, I'm not satisfied that this refers to the removal of skin on a standalone basis to test for pyoderma or for access to be gained to skin for this purpose, as Ms W suggests. Rather the reference is to an *"excessive skin pad"* which is consistent with the condition of keratosis that the pet later had several problems with. Keratosis is essentially a condition where the pet produces an excessive amount of keratin leading to thickened and hardened skin which can be painful and make the pet vulnerable to secondary infections.

- I think the evidence from the veterinary notes in January 2021 shows that the pet was exhibiting signs of this condition at that time because action was taken to trim his skin back, rather than to take a sample of it for biopsy for another skin problem. There is a distinct entry in the notes for a biopsy and swab being taken but this is not the same as the entry that relates to an excessive skin pad being clipped and trimmed. Had the clipping and trimming of the skin pad been solely for the purposes of a biopsy I think it's unlikely it would have been referred to as *"excessive skin pad"* in the notes. Equally I would not have expected a vet to remove the skin unless it thought it was clinically necessary given the risks in doing so versus leaving it as it is. So, I think it's more likely than not that this was a condition that was pre-existing. And in the absence of any veterinary evidence from Ms W's vet to demonstrate that the trimming back of a skin pad was entirely unrelated to keratosis and rather to be used as a biopsy for another skin problem, as Ms W says, I'm unpersuaded that it was different to the conditions being claimed for here.
- Ms W's claims related to both the keratosis and the amputation of her pet's toe. Given the removal of the pet's toe related to the keratosis (which resulted in a corn that was thought to be possibly digging into the pet's bone or causing infection), I take the view that the claims are essentially for the same condition that the pet was exhibiting signs of in January 2021, which was before the policy was in place. For that reason, I don't think it was unreasonable for Atlas to decline cover both keratosis and the removal of the pet's toe.

**My final decision**

For the reasons set out above, I don't uphold Ms W's complaint against Atlas Insurance PCC Limited.

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

Lale Hussein-Venn  
**Ombudsman**