

The complaint

Ms D complains about the decline of her pet insurance claim by HDI Global Specialty SE ('HDI').

What happened

Ms D had a pet insurance policy with HDI for several years. In 2024 she received her renewal invite and was unhappy with the renewal price. She got in touch with HDI on 14 October 2024 and agreed to take out a new policy with a start date of 2 November 2024 at a lower price.

On 6 December 2024, Ms D registered a claim against her insurance policy. HDI declined the claim as they said the condition being claimed for was pre-existing, as treatment for the condition was first received before the policy started.

Ms D complained and as she remained unhappy with HDI's response, she referred her complaint to our Service for an independent review. After the complaint was referred, HDI made an offer to settle the complaint. They offered £75 to recognise that some of the declined claim ought to have been considered under the previous insurance. HDI later clarified that the proportion of the claim that would've been covered under the previous policy was less than the policy excess on that policy.

Our Investigator recommended that the complaint be partially upheld and HDI pay the £75 they'd offered after referral. As Ms D rejected the recommendation, the complaint has been referred to me for a final 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.

HDI declined the claim under policy two (the new policy) as they said:

"Your policy does not cover pre-existing conditions. The onset of the medical condition to which the claim relates was noticed prior to the start of your policy on 02/11/2024."

The specific policy exclusion:

"Any illness or injury or complication directly resulting from an injury or illness, whether diagnosed or undiagnosed that has been identified or investigated by a vet or is otherwise known to you prior to the start of the insurance or within the first 14 days of the policy for illness or 48 hours in the case of an injury."

Based on the evidence (vet's records), I find this to be fair - as the *onset* of the condition/symptoms and treatment started on 8 October 2024, which was prior to the date of 2 November 2024, when this policy was taken out. I have noted that the formal diagnosis didn't take place until after the policy start date, but the policy terms relied on are clear that a

formal diagnosis doesn't need to have been made for a condition to be regarded as pre-existing – only treatment or an investigation started.

I've then carefully considered Ms D's points about not being a new customer. This is relevant as Ms D previously had a policy with HDI for a number of years. However, when she received her renewal invite and wasn't happy with the price, she took out a new policy as a new customer. Although I'm primarily considering the actions of HDI when declining this claim, the lead up to Ms D taking this policy out is also relevant.

I'm satisfied that the renewal invite made it clear a new policy (with HDI or another insurer) may be cheaper – but pre-existing conditions wouldn't be covered. The renewal invite stated:

"Please note that if you choose not to proceed with this renewal, and take out a separate new policy with ourselves, any previous, ongoing conditions or claims may not be covered under the new policy. If you take out a new policy with another provider, any pre-existing conditions may not be covered. Before taking out any new cover with another provider, you may want to check this.

If you wish to amend your type or level of cover with us and retain continuous cover for any previous or ongoing conditions or claims (still covered under your policy), please call...."

I've also been provided with a copy of the call Ms D had with HDI shortly after receiving this letter. During that call, Ms D outlines she can get a cheaper quote as a new customer through a price comparison site. Ms D is then passed to a second adviser and they let her know on several occasions during that call that pre-existing conditions are not covered under the new policy. Overall, I'm satisfied that it was made sufficiently clear to Ms D that pre-existing conditions would not be covered under the new policy.

Ms D was then sent further information about the policy. Of note is the welcome letter, which stated: *"Please remember there is no cover for any illness that showed symptoms before your policy starts or within the first 14 days of cover...."*

In the statement of fact, which is a record of the information Ms D entered/agreed to, it is stated:

Statements Relating to Your Policy

You accept and understand that all medical conditions, illnesses or injuries, and directly related symptoms and/or reoccurrences of any of these at point of inception of the policy, will not be covered.

Yes

You accept and understand that medical conditions or diseases that show clinical signs prior to or within the first 14 days from your policy inception date will not be covered (applies to new business only).

Yes

In the same document, it is stated:

"Please check this Statement of Fact. If any information is incorrect or has changed from the application date or at any time since, you will need to let us know immediately. You will be informed of any changes in the premium and a revised Statement of Fact will be issued to you."

Overall, I'm satisfied that HDI made it sufficiently clear to Ms D that pre-existing conditions would not be covered and they can fairly decline the claim under her new policy. Ms D wants HDI to refund her policy premiums, but this won't be something I'll be directing them to do.

The offer

When this complaint was referred to our Service, HDI made an offer to resolve the

complaint. Ms D rejected it. It's disappointing that HDI didn't recognise sooner that they ought to have considered the claim under policy one (the previous policy). But I find the offer of £75 is a positive and fair offer – relative to the impact on Ms D.

However, it's since been clarified by HDI that the proportion of the claim payable under the first policy (£45.49) is less than Ms D's policy excess (£160). Therefore, no settlement would be offered. I find this to be fair.

My final decision will no doubt be disappointing for Ms D, but it brings to an end our Service's involvement in trying to informally resolve her dispute with HDI.

Putting things right

HDI Global Specialty SE need to pay Ms D the £75 they offered her after her complaint was referred to our Service.

My final decision

My final decision is that I partially uphold this complaint, but only to direct HDI Global Specialty SE to pay the £75 offer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 21 August 2025.

Daniel O'Shea
Ombudsman