

## **The complaint**

Mrs M complains that Stonebridge International Insurance Ltd declined a claim on her pet insurance policy.

Where I refer to Stonebridge International Insurance Ltd, that includes its agents and claims handlers acting on its behalf.

## **What happened**

Mrs M took out insurance for her pet dog in 2023. The policy is underwritten by Stonebridge.

In October 2024 Mrs M took her dog to the vet as she had been dragging her back legs. The vet made a referral to a specialist for further tests to find out what was causing the problem and these revealed some swelling or inflammation in the spinal cord.

When Mrs M claimed for costs relating to this Stonebridge said this was a pre-existing condition and declined the claim, as the policy doesn't cover costs for treatment relating to a pre-existing condition.

Mrs M complained. She said previous issues her dog had had before she took out the policy were not related to the condition she was now claiming for. Stonebridge didn't change its decision, so she referred the complaint to this Service.

Our investigator said it wasn't fair to rely on the exclusion for pre-existing conditions. He asked Stonebridge to settle the claim, together with interest, and pay compensation of £100 for the distress and inconvenience caused to Mrs M.

Stonebridge disagreed and has requested an ombudsman's 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, support a policyholder to make a claim, and not unreasonably reject a claim.

The policy covers vets' fees but there's no cover for treatment relating to a pre-existing condition, which is defined as any illness or injury 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 pets first period of insurance (inception) or before the date the cover level on your policy was increased.*

In the first instance it's for the policyholder to show they have a valid claim. Once they have done so, the onus is on the insurer to show the exclusion applies.

Mrs M's claim was for treatment costs, which would be covered by the policy. Stonebridge has relied on the above exclusion to decline the claim, so it's for Stonebridge to show it's fair to rely on that exclusion.

The costs Mrs M has claimed for relate to investigations into a back problem. Her dog had back problems before she took out the policy and Stonebridge says this is a pre-existing condition. I've looked at the veterinary evidence to decide whether it was fair to reach that conclusion.

I appreciate the policy definition of a pre-existing condition includes something that has the same clinical signs as a previous illness, and the symptoms are similar to the earlier back problem. But it's long been our approach that to treat something as a pre-existing condition, an insurer needs to show a connection between the current condition and the illness that was present before the policy started. It wouldn't be fair to treat something as pre-existing just because the symptoms are similar, unless it's directly related to, or has the same underlying cause as, the condition present before the policy was taken out.

Stonebridge has highlighted three points in particular:

- Intervertebral Disc Disease (IVDD) was documented between December 2019 and June 2021;
- left hind leg lameness was noted in January 2023 and, though improvement was noted in February, Mrs M's dog continued to show signs of hopping and lameness;
- in October 2024 the condition progressed to dragging and knuckling, affecting both hind legs, with previous mentions of ataxia and spondylosis.

The clinical notes indicate the lameness in 2023 related to a specific incident and the issue resolved soon after. The evidence isn't persuasive that there is any link between that and the current claim.

The condition being claimed for has been confirmed by the treating vet to be inflammation in the spine. I think the key point is whether this is related to the IVDD that was seen between 2019 and 2021. Stonebridge needs to show it's more likely than not the two problems are related and it hasn't done enough to prove that. While Stonebridge referred to ongoing problems, there was a long gap between 2021 and 2024 and I don't find the evidence persuasive that the problems before 2021 are related to the problem in 2024.

IVDD is a disease that affects the discs between the vertebrae. The treating vet says Mrs M's dog recovered from the problems caused at that time. They say the issue found in 2024 was inflammation in the spinal cord and they have been very clear that it's not connected to the IVDD:

*"Four years prior, [R] had suffered low grade intervertebral disc disease, from which she had made an unremarkable recovery.*

*[R's] current condition presented over the last six months as progressive hindlimb weakness.*

*Further imaging and spinal fluid analysis was consistent with active, spinal cord inflammation, unrelated to the previous disc disease."*

I appreciate Stonebridge had some advice from a veterinary nurse but I place more weight on comments from the treating vet. They are a Recognised Advanced Practitioner and so would have more expertise in this area.

Taking all of the above into account I don't think Stonebridge has done enough to show that it's fair to rely on the exclusion for pre-existing conditions. So it should pay the claim, in line with the policy terms.

Mrs M has explained how difficult it was for her, having to deal with her dog's condition and then have her claim declined, leaving her to find the money for expensive treatment costs. This made a difficult time even worse and I agree she should be compensated for the distress and inconvenience she was caused.

### **My final decision**

My decision is that I uphold the complaint and direct Stonebridge International Insurance Ltd to

- Settle the claim in line with the remaining policy terms, together with interest from the date Mrs M paid the treatment costs to the date of payment at 8% a year simple.\*
- Pay £100 compensation to Mrs M for the distress and inconvenience caused.

\*If Stonebridge International Insurance Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs M how much it's taken off. It should also give Mrs M 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 Mrs M to accept or reject my decision before 21 July 2025.

Peter Whiteley  
**Ombudsman**