

The complaint

Mrs T's complaint is about a claim she made on her U K Insurance Limited trading as Direct Line ('UKI') pet insurance policy, which was declined.

Mrs T says UKI treated her unfairly.

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.

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:

- The policy doesn't offer cover for pre-existing conditions that aren't fully declared and accepted as covered in writing before it was in place. *"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."* The issue for me to determine is whether the condition Mrs T's pet was experiencing before cover was in place falls into this definition and if so, whether it's fair for UKI to exclude cover on this basis. Having considered everything, I think it was.
- Mrs K says that her vet told her the condition her pet was suffering from before cover was in place was hayfever, whilst the condition she was claiming for after cover started was for skin allergies that required long term treatment. The clinical notes set out that the problem the pet was seen for before cover started was folliculitis and lumps on its chin. The pet was prescribed antihistamines as a result. Whilst I appreciate that the problems the pet later suffered with on its skin were in different places and that different medication was prescribed, it's clear that it developed generalised allergic skin conditions. Looking at the claim Mrs K's vet made for these conditions, I can see that the start date given for the claim for "allergies" started from when the pet was seen for the folliculitis and lumps on its chin. So, I think it's reasonable to assume Mrs K's vet also thought these problems formed part of the wider allergies claimed for here.
- Mrs K's vet hasn't provided any evidence to say that the problem the pet was seen for before the policy was in place wasn't linked to the condition later claimed for. Conversely UKI's veterinary nurse has provided considerable evidence showing a link between those allergic conditions and the development of them as time progressed. In the absence of anything to differentiate the cause of the folliculitis and chin lumps from the other skin allergies, I'm persuaded by UKI's evidence and satisfied that there is a causal link running through the problems the pet experienced before cover was in place and

after. They are all varying claims for skin allergies and there is nothing to suggest that they are attributable to different causes.

- I'm also persuaded that this is a condition that Mrs K would have understood was pre-existing. I say so because when Mr K complained to UKI in July 2024 he said he and Mrs K knew was an ongoing tablet based claim the pet had which would be ongoing before the policy was in place. Mrs K hasn't provided a credible reason why Mr K would have said this. Given the pet's clinical history, I'm satisfied that this refers to the treatment of the pet's folliculitis and chin lumps as the complaint was made directly in response to UKI's decision to decline the claim for skin allergies on the basis that it was pre-existing. And given this wasn't something Mrs K declared when she took out the cover, I can't say that UKI should have accepted her claim for the treatment of further skin allergies that arose after the policy inception.
- In reaching my conclusions I've considered everything Mrs K has said in response to the investigator's view not upholding her complaint. I won't be addressing those points individually. That's not intended to be disrespectful. Rather it represents the informal nature of the Financial Ombudsman Service. Instead, I've considered the crux of her complaint, namely whether it was fair for UKI to turn down her claim in the way that they did. For the reasons I've set out above, I think it was. The additional submissions Mrs K has made make no difference to the outcome of my decision which are founded on the points I've set out above.

My final decision

For the reasons set out above, I don't uphold Mrs K's complaint against U K Insurance Limited trading as Direct Line.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 12 September 2025.

Lale Hussein-Venn
Ombudsman