DRN-5664173

The complaint

Mr B complains HDI Global Specialty SE turned down a claim he made on his pet insurance policy.

What happened

In December 2023 Mr B claimed on his policy for treatment his dog (C) had received between May and June following an episode of vomiting and diarrhoea. After obtaining C's veterinary history HDI turned down the claim. It thought the cause of C's problem was chronic gastroenteritis which was something it believed C had been affected by prior to the policy being taken out in January 2022. As the policy didn't cover pre-existing conditions it didn't think the claim was covered.

Our investigator thought the vet's notes did show C had an episode of gastroenteritis in April 2021 before the policy was taken out. And that hadn't fully resolved itself when Mr B did so. While his vet hadn't been able to confirm or deny whether the subsequent problem was linked to those previous issues she didn't think HDI acted unfairly in concluding it likely was given the available veterinary evidence. She thought it had fairly turned down the claim.

Mr B didn't agree. He made detailed submissions all of which I've read. In response to our investigator's most recent view he said in summary:

- The symptoms C experienced in April 2021 were significantly different from those in May 2023 as they resolved within a day or so. And there was a significant period of time before the problem which led to his claim on the policy. It was therefore unreasonable to conclude the two were related.

- He didn't think it was reasonable of HDI to have concluded his claim was for 'Chronic Gastroenteritis' which wasn't something he'd referenced when claiming (he referenced a call recording in support of that position). Although his vet concluded the cause wasn't pancreatitis, vomiting and diarrhoea could be symptoms of many conditions or illnesses.

- The reference in the veterinary notes to 'Chronic Gastroenteritis' on 18 May 2023 related to a follow up consultation as a result of continuing symptoms which unlike previous episodes hadn't resolved within a day or two (and which photographic evidence suggested was different in nature). The vet had initially assessed the symptoms as being related to colitis which contradicted the subsequent diagnosis. And that wasn't something he was in any case aware of until he saw C's veterinary history in March 2024

- Prior to taking out the policy he'd always followed dietary advice from the vet and C had been kept on a recommended diet. The April 2021 vet visit was for vaccinations and he'd only mentioned the symptoms impacting C in general conversation. And he thought this was likely a result of scavenging as had occurred previously. Although possible other causes had been discussed with him no tests had ever confirmed what illness or condition caused those symptoms.

- He didn't think it was reasonable to rely on vet's notes which were contradictory in nature and which he didn't believe were contemporaneous as they'd only been completed after the consultation had taken place. He thought the cause of his dog's May 2023 symptoms was unknown but was likely the result of a one off virus which had resolved with time.

So I need to reach 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.

The relevant rules and industry guidelines say HDI has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

Mr B's policy covers "*customary charges made for treatment carried out by a vet*" for an accident illness or injury occurring to the insured pet. It excludes cover for "*Any illness arising prior to or within the first 14 days of the inception date of the insurance or a pre-existing condition*". That's defined as "*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".*

HDI believes the pre-existing exclusion applies because the claim for treatment costs between May and June 2023 resulted from a condition which affected C prior to the policy being taken out in January 2022. It's for an insurer to show, on balance, that a policy exclusion applies. If it's done that the onus would then shift to Mr B to demonstrate it doesn't. I've thought about how that applies here.

Mr B argues gastroenteritis in dogs isn't a condition but a non-specific symptom which can have many different causes. And it isn't a disease. However, my understanding is that gastroenteritis is an inflammation of the stomach and intestines. Whether that represents a disease or not isn't the issue here. The policy defines illness as "*changes in your pet's state of health that are not caused by an accident, or any which may be resulting from gradual or biological cause".* In my view gastroenteritis would fall within that definition and so would represent an illness as defined by the policy.

However, for HDI to correctly apply the pre-existing exclusion it would need to show, on balance, that C was impacted by gastroenteritis before and after the policy was taken out and that likely had the same underlying cause. I've reviewed C's veterinary history to decide whether it's done so. Mr B says those notes shouldn't be relied on because they weren't completed during the consultation. But it appears they were completed immediately afterwards and I think they represent the best available evidence as to what happened

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There are two instances of C being seen for vomiting and diarrhoea in 2018. Both of those appear to relate to something he'd eaten. But there's then a further appointment for vomiting and diarrhoea in March 2019 where the notes say no scavenging has been noticed. They identify gastroenteritis as the cause and say "*possibly viral in origin*" but no further investigation appears to have been carried out.

In April 2021 C was taken in for vaccinations. Mr B is recorded as reporting "*v/d past few days. V+ white foam, d+ with mucus and small amount blood. reduced appetite. Seems ok in self. Eats leaves in garden. Gets intermittent v/d".* The vet prescribed medication to settle the episode and that issues appears to have resolved by the time C was taken back for vaccinations the following week.

After the policy was taken out there was an appointment in June 2022 at which it was reported that "*V+ past few days- bringing up food. Drinking ok and keeping this down. Had d+ but this has resolved. Been feeding fish + rice and appetite is good. Seems ok in self. Not eaten anything he shouldn't as far as o aware, can be prone to gi upsets".* C was then taken back to the vet in May 2023 at which it was recorded "*Increase in his usual episodes of colitis, every 3-4 days at the moment. Blood in faeces, off form lethargic, then improves*". At an examination the following week C was assessed as suffering from "*chronic gastroenteritis".*

Mr B didn't reference that in his contact with HDI and I appreciate an earlier appointment records the cause as being colitis. But while that relates to an inflammation of the large intestine gastroenteritis refers to inflammation of the stomach and intestines more generally. So I don't think that shows the vet's notes are contradictory as Mr B suggests. And I'm satisfied it was reasonable of HDI to conclude the claim related to gastroenteritis.

I also think it's clear C had been impacted by vomiting and diarrhoea prior to the policy being taken out. Some of those issues were caused by something C had eaten but that isn't the case for all of them. What's less clear is whether those other episodes were related to the chronic gastroenteritis C was subsequently diagnosed with. So I think it was right HDI asked Mr B's vet whether the issues were linked. The vet said they "*cannot confirm nor deny if this is anyway related to the most recent diagnosis of gastroenteritis".*

So there's no clear veterinary evidence on whether there is a link between these episodes. And it is possible C's treatment in May-June 2023 was related to a viral infection as Mr B suggests. He also says the presentation of the symptoms in 2023 was different from the previous issue in 2021. And the notes say there had been an increase in the frequency of episodes affecting C at that time. I also appreciate there are some quite long gaps between C's visits to the vet for vomiting and diarrhoea related issues.

But I don't think that in itself shows the underlying illness was different; it could simply be that C had an intermittent but recurrent condition which progressed over time. And the vet's notes from May 2023 give a diagnosis of chronic gastroenteritis and don't say (as Mr B has suggested) that only relates to the condition which presented at that time. The previous record references C's "*usual*" episodes of colitis. And the June 2022 appointment says C is "*prone*" to gastrointestinal upsets.

In addition prior to the policy being taken out C was diagnosed with gastroenteritis. And while a possible viral cause for that was suggested that wasn't confirmed. Mr B also says C has always been kept on a carefully controlled diet and following the April 2021 appointment a hypoallergenic diet was trialled but didn't work. That suggests to me the underlying cause of C's symptoms was something unrelated to his diet. Overall, and on balance, while I accept the evidence is limited, I think HDI has done enough to show the exclusion for pre-existing conditions applies.

I've gone on to think about whether it's fairly applied that exclusion in the circumstances of this case. Our long standing approach is an insurer can't fairly turn down a claim for a pre-existing condition unless the policyholder knew there was something wrong with their pet which could likely lead to some investigation or treatment. In this case I appreciate Mr B doesn't appear to have seen the vet's notes until March 2024 so wouldn't have known until then exactly what they said.

However, I think it's clear prior to taking out the policy he was aware C had been impacted by a number of episodes of vomiting and diarrhoea. I appreciate those episodes are separated by time and no definitive diagnosis was identified at that point. But given their recurrent nature I don't think Mr B could reasonably have thought when taking out cover this wasn't something which would require further investigation or treatment. So I don't think it was unfair of HDI to rely on the exclusion for pre-existing conditions to decline his claim.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 September 2025.

James Park
Ombudsman