

The complaint

Mr G's complaint is about a claim he made on his Antares Insurance Company Limited ('Antares') pet insurance policy, which was declined.

Mr G says Antares treated him unfairly.

In this decision all references to Antares include their claims handlers.

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 uphold Mr G's complaint for broadly the same reasons and in the same way set out by the investigator. This is why.

The starting point is the policy terms. They exclude cover for any vet fees incurred to treat an illness which began within the first 10 days of the policy start date. The policy also excludes any claims resulting directly from illness occurring within the first 10 days of the policy.

"Illness" is defined as "... any sickness, infection or disease suffered by your pet and diagnosed by a vet".

The issue for me to determine is therefore whether the illness Mr G's pet was eventually diagnosed with was something the pet was, on balance, experiencing within the first 10 days of the policy being in place or whether it resulted from an illness it had within the first 10 days.

When considering this, I've taken into account both what the pet's clinical notes say and Mr G's testimony. Mr G's policy started on 7 September 2024. He says he booked an appointment to take his pet to the vet on 23 September as he noticed it was lame on one of its back legs. The pet's clinical notes on 25 September set out that Mr G reported the pet had suspected pain and had been lame in one of its back legs for 1.5 weeks. The note goes on to say that the pet had improved since Monday (23 September) and that Mr G didn't think it was lame anymore but wanted to get it checked nonetheless.

I've thought about this, and I think it's more likely than not the problem the pet was presenting with, for which it eventually received a diagnosis that was the subject of the claim, happened by 16 September and therefore within the first 10 days of cover. I say so because the reference to 1.5 weeks alone would fall within that period. In addition, the fact that the note records the pet had shown improvement from lameness on the day Mr G made an appointment to see his vet, to my mind shows the lameness was likely happening at least a week prior to that, when read in conjunction with the pet's clinical notes. Either way this falls

within the 10-day exclusion period.

I've also looked at the answers Mr G gave to Antares when he was asked about the date he noticed his pet's hind leg lameness. In his reply he stated that he noticed the lameness the evening before he attended the vet. But this is at odds with the pet's clinical notes, particularly in relation to the reference to the lameness resolving on 23 September and the fact that the pet had been exhibiting suspected pain and lameness for 1.5 weeks. As such I find Mr G's evidence, less persuasive than the clinical notes. The clinical notes are an independent record of what the vet was likely told by Mr G at the time of his visit and given their content, I'm satisfied that the problem was likely occurring within the policy waiting period.

Mr G has referred to the reference to 1.5 weeks being vague, but I don't agree. There's no reference in the note to it being around or approximately this duration. And given the lameness appeared to be resolved on 23 September, I think that even if the earlier problems presented a week before, this would still fall within the first 10 days of the policy starting. So, I'm satisfied that Antares have demonstrated it was more likely than not that the pet was showing signs of the problem it was eventually diagnosed with during this period. Because of this, I think it was reasonable for them to decline Mr G's claim accordingly.

Mr G's vet has referred to there being a suspicion of a connection between the lameness reported at the time Mr G made an appointment and the history that followed. On its own I don't find this very helpful, particularly because the vet couldn't have known which limb the appointment was for. But looking at the problem the pet was eventually diagnosed with and the symptoms it was displaying, (which remained unresolved and required further investigation) I think it's very likely they were all part of the same condition. I appreciate that the condition wasn't diagnosed at the time that the pet started to experience lameness in September 2024, but I don't think it needed to be. The fact that the pet was showing signs of the illness at that time which repeated, coupled with there being no other clinical explanation for the problem, leads me to reasonably conclude it was related to the eventual diagnosis.

I turn now to the time Antares took to assess Mr G's claim. I agree with the investigator that four months was far too long. And whilst I appreciate that Antares were dependent on receiving information from the pet's veterinary practices, I think they could have done more to expedite matters. The time this took would have been both stressful for Mr G and caused him inconvenience in having to chase Antares for a response on his claim. I've set out what I think is appropriate compensation for this below. This is intended to compensate Mr G for the delay but also takes account of the fact that this was never a claim Antares would have paid for the reasons I have explained within this decision.

Putting things right

Antares should pay Mr G £100 for the trouble and upset caused to him by the time it took them to reach a decision on his claim.

My final decision

I uphold Mr G's complaint against Antares Insurance Company Limited and direct them to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 November 2025.

Lale Hussein-Venn
Ombudsman