

The complaint

Mr C complains that when he claimed on his pet insurance policy, U K Insurance Limited trading as Direct Line Insurance policies (“UKI”) treated the issue as a continuation of an existing condition, not a new condition.

What happened

Mr C has had a pet insurance policy for his pet dog, underwritten but UKI, for some years. The policy provides cover for each illness or condition for up to 12 months, or £4,000.

Mr C made a claim on his policy in September 2024. He said his dog had been suffering pain and stiffness. The costs related to investigations into the cause of this together with painkillers prescribed to deal with the pain. The claim was submitted by the rehabilitation centre which had been seeing his dog.

UKI initially declined the claim, saying it was related to previous investigations into pain and behavioural issues, and the policy doesn’t cover behavioural problems.

The rehabilitation centre contacted UKI, saying the issue was purely related to pain, not behavioural problems.

UK reviewed the claim and said it would pay for costs related to the pain issues, but these had been present for some time and the policy only provided cover for up to 12 months. UKI said this would be covered for 12 months from September 2022.

Mr C complained, saying this was a new condition, but UKI didn’t change this decision. So he referred the complaint to this Service.

Our investigator didn’t uphold the complaint. She said there was no veterinary evidence showing a new condition had been diagnosed, and it was fair to UKI to limit the claim to 12 months from September 2022.

Mr C disagrees and has requested a 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 considered the evidence carefully, I’m satisfied UKI’s decision was fair, for the following reasons:

- Mr C has an “Essential” policy. With this level of cover, each separate condition is covered for up to £4,000 or 12 months from the first treatment date (whichever is reached first). After the 12 month limit has been reached, no further treatment costs will be covered. This is set out clearly in the policy terms and in the “Cover at a glance” section at the beginning of the policy document.

- A condition is defined as
“Any injury or illness or any symptoms or signs of injury or illness, including related conditions or problems, no matter where these are noticed or happen in or on your pet.”
- The policy also defines a “recurring condition” as follows:
“A condition that may come back or that the pet is prone to, no matter how many times the condition comes back or how many parts of the body are affected.”
- I’ve reviewed the clinical records carefully and these show Mr C’s dog has been having issues with pain as well as behavioural issues for some years.
- Mr C says his dog suffered a new injury and has said *“There’s overwhelming evidence from a specialist Vet to say this is a new issue following lameness on walks.”*
- However, I haven’t seen any clear evidence from a vet confirming a diagnosis of a new injury.
- The vet that has been seeing Mr C’s dog for some years noted in December 2024 that he was seeing the rehabilitation centre and a chiropractor; there was ongoing pain assessment; and Mr C would continue with this for pain management and they would receive updates. There’s nothing in the vet’s notes that confirm a new injury had been diagnosed.
- The rehabilitation centre’s notes refer to Mr C’s dog having acute pain spikes, which tended to be followed by anxiety spikes. Further investigation was recommended.
- After the claim was declined, the centre asked UKI to review the decision. They said Mr C’s dog was suffering from pain and the issue wasn’t behavioural – but this doesn’t identify a new injury, it simply confirms there is a pain issue, not a behavioural one.
- Mr C has referred to a letter from a specialist clinic who saw his dog in 2023. This said his dog had some tension in the lower back and this was likely to be associated with a degree of discomfort, but they didn’t think any pain was enough to cause the severity of her behavioural responses. So this is evidence the behavioural issues were separate from the pain issues. But UKI accepted that and agreed to cover costs relating to the pain for 12 months from when it was first dealt with.
- Looking at the evidence carefully, I’m satisfied this does show there was a pain issue that was separate from the behavioural issues. But there isn’t clear veterinary evidence of a new injury diagnosed in September 2024. Indeed, the claim submitted on his behalf gave the start date for the condition as 2021.
- It’s clear Mr C’s dog has been suffering with pain issues for some time, relating to the lower back. Pain medication has been prescribed and various investigations have been carried out but there doesn’t appear to be a clear diagnosis of the cause. It’s not clear from the clinical evidence that a new injury was identified in September 2024. On balance, the evidence shows the continuation of ongoing problems.
- If there was clear evidence from a vet confirming that a new injury was identified in 2024, I’d expect UKI to deal with that, but I don’t think there is clear veterinary evidence of this nature.
- The policy limits cover to 12 months from when treatment first started. In the circumstances, it was fair for UKI to limit the claim to the 12 month period specified.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 October 2025.

Peter Whiteley
Ombudsman