

The complaint

Mrs A's complaint is about a claim she made on her U K Insurance Limited trading as Direct Line ('UKI') pet insurance policy, which UKI declined.

Mrs A 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 starting point is the policy terms. The provide cover for up to £4,000 or 12 months (whichever is reached first) for each separate condition from the date that vet fees were first charged for treatment of that condition. *“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 were noticed or happen in or on your pet.”* In this case I think it's more likely than not that the problems Mrs A's pet was treated for in October 2023 was either the same or related to the condition she was seeking to claim for in December 2024 and therefore that UKI were entitled to decline her claim for treatment costs in 2024.
- One of the treating veterinary surgeons involved in the pet's care has confirmed that the problems the pet was experiencing in 2023 are part of the same condition it was eventually diagnosed with in 2024. I appreciate Mrs A feels less weight should be placed on this evidence because that surgeon did not carry out all of the tests the specialist hospital did on her pet. Whilst I accept that's the case, the veterinary practice would have had sight of the specialist reports and been in a position to interpret them appropriately. And she would have been suitably qualified to do so. For that reason, I don't agree that less weight should be placed on her evidence.
- Mrs A says the evidence of the specialist hospital supports the problems the pet was experiencing 14 months apart were different. I don't agree. Whilst it's true that they don't categorically confirm the pet was diagnosed with IVDD in October 2023, I think there's enough evidence within their reports to support the pet's symptoms were consistent with its December 2024 diagnosis. I can see in particular that IVDD was discussed at that time as well as other conditions. In addition, Mrs A has provided no persuasive evidence to support the problems the pet had in 2023 were as a result of an entirely unrelated problem, despite the consistency of symptoms.
- Mrs A has referred to her experience in the insurance industry and the need for UKI to

show the proximate cause of the condition her pet was experiencing. But that's not the test we would apply. In order for an insurer to successfully rely on a policy exclusion, they would need to show that the exclusion has, more likely than not, been made out. For the reasons I've set out above, I'm satisfied UKI have done this. They were entitled to rely on the opinion of Mrs A's pet's vet when declining cover and there is nothing in my view in the other evidence Mrs A is relying on that undermines what her pet's vet has said.

- I appreciate that Mrs A has interpreted the clinical evidence differently to her pet's vet, particularly on the question of being told her pet had either experienced a slipped or shattered disc in 2023 when the same was not true in 2024. Be that as it may, I don't think this alone leads to a clear clinical conclusion the problems the pet was experiencing were unrelated and distinct. Equally the fact that the pet showed signs of improvement between vet visits, on its own doesn't support this proposition particularly where the clinical evidence suggests otherwise. When reaching this conclusion, I have also taken into account the nature of the condition the pet was diagnosed with and the fact that it was quite possible for it to be experiencing symptoms similar to those that were recorded in 2023, fourteen months before its diagnosis.
- Mrs A says she attempted to reach a compromise with UKI on the question of the fees she was seeking from them which UKI didn't accept. For the reasons I've set out above, I don't think they needed to. In this case I'm satisfied that UKI have demonstrated the policy exclusion applies to Mrs A's claim, such that she is not entitled to further cover for her 2024 claim because the time limit applicable to the related 2023 claim had expired.

My final decision

For the reasons set out above, I don't uphold Mrs A'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 A to accept or reject my decision before 7 November 2025.

Lale Hussein-Venn
Ombudsman