

The complaint

Miss G complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) has unfairly declined a claim under her pet insurance policy.

What happened

The detailed background to this complaint is well known to both parties, so I’ll only summarise the key events here.

Miss G holds a Time Limited Extra pet insurance policy, underwritten by Admiral which was inceptioned 28 July 2023 and automatically renewed the following year.

Miss G is unhappy a claim was declined for treatment when her dog had to have one of his toes amputated after being diagnosed with lupoid onychodystrophy (“LO”) in August 2024.

Admiral declined cover for some of the claim as it said Miss G had first claimed for treatment related to issues with her dog’s claws/nails on 23 November 2023. Admiral said the policy has a 12-month limit for all conditions for vet fees resulting from an accident or illness, from when the symptoms are first noticed by the policy holder or their vet. Admiral said the diagnosis of and subsequent treatment for LO was a continuation of the previous claw/nail problems Miss G had claimed for in November 2023. And so, it said cover for any treatment received for this condition after 22 November 2024, when the 12 months had expired, wasn’t covered.

Admiral have said it previously referred to the November 2023 condition as a ‘nail bed infection’ however it has confirmed that it had been recorded incorrectly, an error made by the call handler, so it was not the correct ailment – and this should’ve been recorded as ‘claw/nail disorder’.

Miss G believes these are two separate issues with distinct conditions one being bacterial nail bed infection the other being an auto-immune disease. So feels the claim should be paid.

Our Investigator investigated the complaint and upheld it in part. She felt it was fair that Admiral linked the claim in November 2023 to the symptoms that showed in August 2024. So agreed that it was fair for Admiral to decline to cover the costs Miss G claimed for treatment between 24 November 2024 and 18 December 2024 as this treatment fell outside of the 12-month period.

However, Admiral has informed this Service during the complaint investigation that on reviewing Miss G’s complaint it noted it declined cover for £19.30 for a supplement Miss G purchased in December 2023. But as the supplement was later recommended by the vet it now thinks it should be paid. Our Investigator acknowledged these were not the costs Miss G was seeking to recover but nevertheless this should now be paid.

Miss G didn't agree; in summary she didn't feel it was fair for Admiral to change the wording of a claim and put it down to an admin error. She said LO is a fast moving auto-immune disease and so if her dog did have this in November 2023 it would have progressed quickly. So, the complaint has been passed to me, an Ombudsman, to make 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 done so, I agree with the Investigator's opinion that this complaint can be upheld in part. But I am not upholding the substantive part of Miss G's complaint, and I know this will be disappointing to Miss G, but I hope my reasons below explain why.

The relevant rules and guidance require businesses to handle claims promptly and fairly, provide information on the claim's progress, and to not unreasonably reject a claim.

I've considered the policy terms for a time limited policy. Under the demands and needs section it says:

"This is suitable for customers who need cover for short-term protection for your pet(s). A Time Limited policy covers you for vet fees resulting from an accident or illness for 12 months from when the symptoms are first noticed by you or brought to your attention, whether diagnosed or not. When the policy limit is reached or when 12 months have passed (whichever happens first), you will no longer be covered for vet fees for that particular accident or illness."

Also, under the Time limited cover section it says:

***"You** are able to claim up to the specified limit of **vet** fees per condition for up to 12 months from when it is first noted by **you** or **your vet**"*

I've therefore gone on to consider the clinical history.

Miss G took her dog to the vets in November 2023. The vet notes say the owner reports the dog licking all paws, now just mainly right hind leg, put a buster collar on has helped but nails looking like they are splitting.

The vet also recorded *"cover for nail bed infection affecting nail growth, disc auto-immune causes typically all limbs poss worth starting supplement to help strengthen"*.

In August 2024, Miss G took her dog to the vet however this was related to nails splitting on the dog's front left paw. The vet notes show the dog was sedated to clip around left foot digits and inspect, remove claw from digit 2 and trim 5 if needed. Also clip all other long nails. The vet diagnosed LO.

I have carefully considered the clinical history, and Miss G's comments, regarding the locality of the issue on the dog. The original issue had been with the dog's right hind leg when she first claimed in November 2023, and in August 2024 this was on the front left – and so Miss G feels this was a different condition due to the locality of the nail problems.

The symptoms Miss G's dog demonstrated in November 2023, and August 2024 were the same – licking paws, nails splitting as the claws were brittle. I also note in the November 2023 visit, the vet discussed auto-immune disease was a possibility and that it could affect

all limbs. So, on balance, I don't think the different locality alone is enough to suggest the conditions were completely independent of one another.

I'm therefore satisfied from what I've seen that it is fair for Admiral to say the November 2023 vet visit was when symptoms were first noticed by Miss G and the vet. So, I'm satisfied Miss G ought to have reasonably known from November 2023 that her dog had a problem with its claws/nails. Therefore, it is fair for Admiral to decline cover for the costs Miss G claimed for treatment between 24 November and 18 December 2024, as this treatment fell outside of the 12-month period.

I have considered Admiral's error that it previously noted the dog's condition as a 'nail bed infection' – and this should've been noted as 'claw/nail disorder'.

I appreciate Miss G's depth of feeling about this. But regardless of the terminology used by Admiral, I must consider whether it's reasonable, based on the clinical evidence available, if Admiral have acted fairly in linking the symptoms. From what I've seen, the symptoms were the same, so I'm persuaded that it is most likely the symptoms the dog showed when he was diagnosed with LO were connected to the symptoms he showed in November 2023. I also understand Miss G has said if in November 2023, LO was the condition her dog had, then her dog would've been showing signs of this much sooner than August 2024 but I haven't seen any clinical evidence to support or confirm this would've been the case. So, I won't be asking Admiral to do anything different regarding the claim.

Miss G has also raised that she wasn't informed that the 12 months were about to expire. I appreciate this would be good customer service, but Admiral isn't obligated to do this and therefore I won't be asking it to do anything further.

I agree with our Investigator that as Admiral have identified during this investigation that Miss G should've received £19.30 for a supplement she purchased in December 2023, it should be paid to her. I can see in the November 2023 visit Miss G was told to use a supplement to try and strengthen the nails and later she was also prescribed the supplement. So, I think it is fair for Admiral to pay this to Miss G.

Putting things right

I direct Admiral Insurance (Gibraltar) Limited to pay £19.30 and add 8% simple interest per annum from the date Miss G paid for it until the date, she is reimbursed.

My final decision

For the reasons I've explained, I uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 2 December 2025.

Angela Casey
Ombudsman