

## The complaint

Miss L made a claim on her U K Insurance Limited trading as Direct Line Pet Insurance ('UKI') pet insurance policy which was declined.

Miss L says UKI treated her unfairly.

## What happened

In December 2025 I issued a provisional decision in which I said the following:

*"I've considered the relevant information about this complaint.*

*Having done so, I'll be departing from the investigator's view and not upholding Miss L's complaint against U K Insurance Limited trading as Direct Line Pet Insurance ('UKI'). Before I explain why I wish to acknowledge the various submissions made by both parties. Whilst I've read them all I won't be addressing each one in this decision. That's not intended to be disrespectful. Rather, it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Miss L's complaint, namely whether it was fair for UKI to decline Miss L's claim in the way that they did.*

- *The starting point is the policy terms. They exclude claims for pre-existing conditions unless they were fully declared and accepted as covered in writing when the policy was taken out. Pre-existing conditions are defined as:*  
*"Any condition, injury or illness that;*  
*> Has happened or has shown early signs or symptoms; or*  
*> Has the same diagnosis or signs and/or symptoms as a condition your pet has already had; or*  
*> Is caused by, relates to, or results from, an injury, illness or condition your pet had, before your pet was covered by this insurance.*  
*No matter where the injury, illness or signs are noticed or happen in, or on, your pet's body." The issue for me to determine therefore was whether Miss L's pet was showing early signs or symptoms of the illness it was eventually diagnosed with before the policy was in place that were not declared by her when taking out cover.*
- *Miss L took out the insurance on 3 December 2024. Just over a month later she took her pet to the vet who provided a diagnosis of a bilateral luxating patella which was repaired by way of surgery on the pet's left side. The diagnosis was made whilst the pet was anaesthetised for dental treatment. Looking at the pet's clinical notes, it's clear to me that the pet did have a history of problems in relation to this issue. Specifically, the clinical notes record that the pet had lameness in its right side in January 2023, that the right patella was a bit mobile and the pet slightly flinches, but the left side was similar. At that time the notes questioned whether this was a possible mild injury. In February 2023 the pet was seen again. Reference was made in the clinical notes to the pet's right hind patella luxating and that the frequency of this should be assessed. Later that month the clinical notes record a third entry that sets out the pet was reluctant to walk sometimes. The notes set out Miss L would contact them if the pet had any issues moving forwards.*

- I appreciate there was a gap in time of about a year and 10 months before the pet received an official diagnosis of a bilateral luxating patella that required surgery but looking at the pet's clinical notes, I think there was a clear history of signs or symptoms that supported the condition was present before cover was in place. And the fact that the pet required surgery for the condition immediately on diagnosis just a month after cover was taken out, suggests to me that this was ongoing or at least present when the policy was taken out in December 2024. I accept that Miss L might not have sought attention for her pet again prior to this time but I think it's difficult to discount the clinical notes that highlight the earlier symptoms and the small gap in time between cover being taken out and a diagnosis being received which required immediate surgery. So, I agree with both UKI and the investigator in one of her responses to them after her view that the pet was exhibiting signs or symptoms of the condition before cover was in place such that it would fall within the definition of "pre-existing" under the policy terms.*
- In her view however the investigator upheld Miss L's complaint on the basis that she thought Miss L didn't have reasonable knowledge of the diagnosed condition. But that's not the correct application of our approach. Our approach does not require a policyholder to know that the problems the pet is experiencing are symptoms of the condition it is eventually diagnosed with in order to say a business treated it unfairly by declining a claim under the policy. Rather we look at whether a policyholder knew there was a problem that might require treatment before the policy was in place. In this case looking at the pet's clinical notes, there are at least three documented trips to the vet which concern the symptoms that led to the pet's eventual diagnosis. And even though the first trip queried whether this was in relation to a possible mild injury, the issue was still ongoing the following month and the final entry recorded that Miss L should contact the vet if there are any issues moving forwards. As I said, I appreciate that she didn't do this for a year and 10 months but that doesn't mean I'm persuaded that she wouldn't reasonably have been aware of a problem. In January 2025 the vet said they would check the pet's patella whilst it was under anaesthetic, just a month after cover started to run. I question why this might have been if the pet was not exhibiting any symptoms at all. And given the need for surgery, I think it's more likely that the pet was exhibiting at least some visible symptoms, such that they would have been visible at least before cover was in place. But even if that's not right, the fact that the vet had three separate visits to the vet for the symptoms complained of a year and 10 months earlier, I think it's reasonable that a policyholder ought to have been reasonably aware that there might be a recurrence of this problem again in future, such that it should have been declared when the policy was taken out. In the absence of that, I don't think UKI needed to cover Miss L's claim as the policy would have been priced to exclude pre-existing conditions. In those circumstances, I can't say they acted unreasonably.*
- When reaching my conclusions I've taken into account the evidence Miss L's vet has supplied but that doesn't make me think the condition was on balance most likely not in existence before the policy was in place and that Miss L shouldn't have reasonably known the issue might reoccur. The evidence her vet has provided is reflective of Miss L not returning her pet to the vet in the intervening period but that on its own doesn't persuade me that her complaint should be upheld in this case."*

I asked both parties to provide me with any further comments or evidence for me to consider. Both have now responded. UKI have confirmed their agreement to my provisional findings. Miss L does not however agree with what I've said. She has pointed out that the reference in the pet's clinical notes to her pet being reluctant to walk was more behavioural than due to any physical problem. She also says that if her pet had been diagnosed with any patella problems in the period before she took out insurance she would have declared this.

Miss L has also said that the January 2025 appointment was made for a dental check up

and it was at this time her vet told her there could be an issue with her pet's patella for the first time. Overall, Miss L says that she was not aware of a reoccurring problem over time as no pre-existing condition was diagnosed and she didn't understand or draw conclusions from the appointments she attended prior to her pet's diagnosis that there was a problem with its patella. She's asked that I reconsider my conclusions in light of this.

### **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 remain of the view that Miss L's complaint should not be upheld for the same reasons set out within my provisional decisions.

When reaching that conclusion, I've taken into account what Miss L has said but I'm not persuaded by her submissions.

I did acknowledge in my provisional decision that it wasn't necessary for Miss L's pet to be diagnosed with a condition before the policy was in place. Rather we look at whether Miss L knew there was a problem that might require treatment before cover started. Even if I discount the reference to the pet being reluctant to walk in 2023, the clinical notes make clear there were issues with the pet's patella at that point. And whilst I can't be sure what Miss L's vet told her about that, I think it's reasonable to conclude that she was aware of lameness in the pet's right side as recorded once in January 2023 and twice in February that year. That taken with the need for immediate surgery one month after cover was in place for the same problem, leads me to the conclusion that it's most likely the pet was experiencing symptoms on the run up to that surgery too. So, I think it was reasonable for Miss L to have been aware there was a problem the pet might need treatment for again before she took out cover. For that reason, I don't think UKI did something wrong by declining her claim in the way that they did.

### **My final decision**

I don't uphold Miss L's complaint against U K Insurance Limited trading as Direct Line Pet Insurance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 3 February 2026.

Lale Hussein-Venn  
**Ombudsman**