

The complaint

Mrs C complains that U K Insurance Limited (UKI) declined her pet insurance claim. My references to UKI include its agents.

What happened

Mrs C took out pet insurance for her dog on 1 March 2022. The insurer was UKI. In May 2023 Mrs C made a claim for her dog's treatment for a urinary tract infection (UTI).

UKI declined the claim. It said Mrs C's dog had an ongoing UTI and the symptoms started before the policy started, so the claim was for a pre-existing medical condition which wasn't covered by the policy terms. In making its decision it had obtained Mrs C's current vet practice's opinion as to whether the dog's claimed for condition was a new condition or related to her previous urinary issues.

Mrs C complained to us. In summary she said:

- On the day she insured with UKI she noticed her dog had blood in her urine which was secondary to the development of a struvite stone which was removed. Her vet at the time (who I'll refer to as vet B) told her the struvite stone was due to something in her dog's diet. UTIs are a common precursor to the development of struvite stones, but diet is also a major cause. She didn't claim for that treatment given the start date of the policy.
- After the removal of the stone her dog developed a series of UTIs for which she needed both diagnosis and long term treatment. She then developed small calculi (bladder stones) possibly, but not proven to be, as a result of the later UTI.
- UKI was wrong to say the UTI was a pre-existing medical condition. Her dog hadn't been treated for a UTI before the policy started and hadn't presented with a UTI before removal of the stone.
- UKI had a vet nurse, not a vet, review her dog's medical notes. UKI's review should have been by a vet. UKI ignored the findings of her current vet practice (who I'll refer to as vet A) that her dog never had urinary tract problems before the development of the initial stone.
- The policy definition of 'pre-existing medical condition' is too open to interpretation in favour of the insurer and was unfair and unenforceable. UKI was trying to avoid its responsibility for a valid claim.

Mrs C wants UKI to pay the claim and to have a written apology from two of UKI's named representatives.

Our Investigator said UKI reasonably declined the claim.

Mrs C disagrees and wants an Ombudman's decision. She provided her own summary of her dog's medical history referring to the vets' notes. She added that UKI had assumed,

without laboratory proof, that her dog must have had serial infections before the development of the bladder stone, which wasn't correct.

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.

I've considered all the points Mrs C has made but I won't address all her points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I think UKI reasonably declined the claim. I'll explain why.

Under the policy UKI won't pay any claims in connection with or arising from any pre-existing condition.

UKI's final response letter to Mrs C says the policy defines 'pre-existing condition' 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'.*

The policy UKI has sent us has a different definition of 'pre-existing condition' which is:

'Any condition or symptoms, or signs of injury or illness, that happen or exist in any form before the pet was covered by this insurance'.

Although the definition of a pre-existing medical condition in UKI's letter is different from the policy definition the meaning and effect is the same.

I note Mrs C's comments about pre-existing medical condition exclusions but such exclusions, which have the same or similar wording to those above, are standard in many pet insurance policies. We don't consider such exclusions to be unfair, but we do expect the insurers to apply the exclusion reasonably. It's for an insurer to show an exclusion applies to decline the claim.

I've considered Mrs C's dog's medical record notes from Mrs C's previous and current vets. Mrs C has provided her summary of her dog's medical notes but it's reasonable for me to rely on the contemporaneous notes of the vets, who are professionally obliged to make accurate notes.

I'm satisfied that UKI has shown that Mrs C's dog showed signs of a UTI before the policy started, on 1 March 2022, and had ongoing signs of urinary tract issues leading to the March 2023 UTI claimed for treatment. I say that because:

Vet B's notes show that on:

25 February 2022: Four days before the policy started Mrs C's dog was seen by the vet for bleeding from her vulva. The vet started her on antibiotics and asked for a urine sample for crystal analysis.

On 4 March 2022: Vet spoke to 'the male owner' of the dog, who I understand is Mrs C's husband. He said it was very difficult to get a urine sample and he wanted to bring the dog to the practice to collect a sample. The notes state *'owners not happy with her and the urine infection'*. Mrs C says that record is incorrect - her husband told the vet that he wasn't happy as there had been no change on antibiotics. But UKI can reasonably understand that the vet notes are accurate, unless the vet clarifies that the note is incorrect and why.

On 4 March 2022: Vet couldn't collect a urine sample from the dog, she urinated on a bag in the car and there was *'Blood +++'*.

On 7 March 2022: The dog's owner reported that *'blood has been present for 2 weeks now when urinating'*. The dog's bladder was scanned and a large mass was visible within the bladder *'causing shadowing likely to be a bladder stone'*. *'Multiple struvite crystals seen'*.

The vet discussed with the owners the options of surgical removal, urinary diet food, antibiotics and pain relief or medical management with urinary diet food, antibiotics, pain relief and bladder support medication and follow up scan.

Mrs C decided the latter. A urine sample was taken. The 9 March 2022 laboratory report says there was no growth in the urine culture but also that the sample was not full enough. So I think UKI can reasonably consider that the urine test was inconclusive. The dog was given further antibiotics from this time until the stone was removed in July 2022.

The remainder of vet B's notes show that Mrs C's dog was reluctant to eat the urinary food and that vet B tells Mrs C it's important the dog eat the food for the stone to dissolve. Mrs C then changes to vet A.

Vet A's notes show:

On 28 April 2022: The bladder stone is still there, the dog is urinating more frequently and blood is still present in the urine intermittently.

On 14 July 2022: Stone surgically removed which the laboratory analysed as struvite and calcium phosphate. The pathology report of 19 July 2022 states that *'Struvite urolithiasis is most commonly associated with urinary tract infection'*. The vet asks the owners for the dog's urine sample but there's no evidence that a sample is provided.

On 15 November 2022: The dog was given antibiotics - owner thinks possible cystitis.

On 13 March 2023: *Urinary symptoms started a few weeks ago, the owner started a course of antibiotics and... thinks the dog has repeated cystitis'*.

The vet *'strongly advised the owner to bring a urine sample to check in house AND strongly advised a urine culture if/when symptoms return BEFORE putting her on antibiotics'*.

On 5 May 2023: Dog is unwell again. An in-house urine sample taken which showed blood. Vet advises that she may have stones without the presence of crystals and ultrasound/radiographs may be required.

9 to 15 May 2023: Urine test result shows staphylococcus is present in the urine showing bacterial infection. Further imaging is discussed with the owners.

I think UKI reasonably understood from the dog's medical history that unfortunately Mrs C's dog had ongoing UTI issues which began before the policy started, which had never fully resolved and flared up regularly. I accept there's no history of positive UTI urine samples until May 2023 but that's because the vets didn't have the dog's urine to sample and the only test done in March 2022 was inconclusive.

I think the evidence from the vet notes is that Mrs C was advised that one option to manage her dog's stone was to try to dissolve it by diet. The March 2022 laboratory report says that the stone Mrs C's dog has - struvite urolithiasis - is '*most commonly associated with urinary tract infection*'. I've seen no evidence to support Mrs C's suggestion that her dog's struvite urolithiasis was caused by diet.

I don't think there was a diagnosis that Mrs C's dog had a UTI before the policy was taken out. But we generally think it's fair for an insurer to decline a claim due to the condition being pre-existing where a consumer has reasonable knowledge of something which may need to be claimed for in the future. There doesn't have to be a diagnosis before the policy started, just signs that something is wrong. Mrs C took her dog to the vet due to blood in her dog's urine before the policy started and the vet started the dog on antibiotics and asked for a urine sample for future investigation. So I think Mrs C had reasonable knowledge that her dog had something which may need to be claimed for in the future, even if at that time she wasn't aware it was a UTI. It follows that I think it was fair for UKI to decline the claim due to the claimed for condition being a pre-existing medical condition.

Mrs C says UKI ignored the findings of her current vet practice (vet A) that her dog never had urinary tract problems before the development of the initial stone. But I don't think that was the opinion vet A gave to UKI. When UKI detailed its findings and conclusion to vet A and asked for its opinion vet A replied:

'It is unclear whether all of the urinary problems that have occurred are all connected. Each of the problems could all be separate problems if they had completely cleared with no left over infection or crystals. To know for certain, urinary tests and cultures when the problems seems to have cleared is the only way we could have known for certain. But as the case with (dog's name) no urinary tests were performed once the problems had resolved. This means we cannot be certain if the infection and/or crystals had cleared and we cannot say for certain whether all of the urinary problems are connected or not, and cannot comment on the matter either way'.

So vet A told UKI it was unclear whether all of the urinary problems that had occurred were all connected. Given that opinion I think UKI fairly concluded from its own vet nurse's opinion that the UTI was a pre-existing medical condition.

I note Mrs C's comments that UKI should have got a vet to review her dog's medical history and give an opinion. It's for an insurer to decide on the expert it wishes to consult about the claim. I don't think it was unreasonable for UKI to rely on its vet nurse's opinion. Also, it gave Mrs C's current vet, vet A, the opportunity to consider its findings and comment as I've detailed above.

Overall I'm satisfied that UKI acted fairly and reasonably in declining the claim on the basis that the claimed for condition was a pre-existing condition. So I don't require UKI to pay the claim or issue an apology.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 3 April 2024.

Nicola Sisk
Ombudsman