

## **The complaint**

Mr K complains about HDi Global Speciality SE (HDi) declining a claim under his pet insurance policy for treatment of his dog.

References to HDi include their agents who administer the policy.

## **What happened**

Mr K took out a pet insurance policy for his dog with HDi on 19 November 2022. On 6 December the dog developed an issue when it lay down while out walking and was reluctant to move, with laboured breathing. Mr K took the dog to a vet the same day. Following an examination and assessment, the vet diagnosed a heart condition (tumour). Given the poor prognosis, Mr K made the difficult decision to have the dog euthanised.

Mr K submitted a claim to HDi for the cost of treatment of the dog (£843.07) but HDi declined it. They said this was because the first signs or symptoms of the heart condition were noticed two weeks before the dog was euthanised, which was within 14 days of the start of the policy. As such, the first symptoms occurred during the waiting period which, under the terms of the policy, illness or a pre-existing condition were excluded from cover.

At the time of the incident, Mr K told the vet the dog had been vomiting and had diarrhoea a week or two before and seemed subdued. But it cleared up after a few days and the dog seemed fine until the day of the incident (except for one instance of vomiting three days before). Mr K also told the vet the dog seemed a bit 'picky' about its food. Mr K didn't believe the instances were linked to the suspected heart condition.

Mr K challenged HDi's decline of his claim, which they treated as a complaint. However, they didn't uphold it. In their final response they referred to the policy wording for pre-existing conditions as well as to wording stating any illness arising within the first 14 days of the policy start (or a pre-existing condition) wouldn't be covered. HDi said they'd reviewed the claim but had identified no errors in their original assessment, which was in line with the terms and conditions of the policy. So, they confirmed their decline of the claim.

Mr K then complained to this service, unhappy at HDi's final response and their decline of his claim. He didn't think the instances of vomiting and diarrhoea were linked to the suspected heart condition that caused the dog to pass away. The dog hadn't had any heart issues before it passed away and no issues were picked up in regular check-ups. So, Mr K didn't know or suspect the heart condition until diagnosed by the vet. He wanted HDi to pay out under the terms of the policy.

Our investigator didn't uphold Mr K's complaint, concluding HDi hadn't acted unfairly or unreasonably or outside the policy terms and conditions. On the balance of probabilities the investigator thought the clinical notes from the vet confirmed symptoms of illness arising in the 14-day waiting period, rather than Mr K's view the symptoms had no bearing on the diagnosis of a heart condition.

Mr K disagreed with the investigator's conclusions and requested an ombudsman review the complaint. In disagreeing he said he didn't think diarrhoea two weeks before the incident was

part of (linked to) the heart condition. And it should be for HDi to obtain medical evidence to support its decision to decline his claim.

### **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'd first want to express my sympathies to Mr K for the loss of his dog. Losing a pet is difficult, particularly in the circumstances described by Mr K indicating the dog's suspected heart condition and having to be euthanised was unexpected. My role here is to decide whether HDi have acted fairly towards Mr K.

The key issue in Mr K's complaint is whether HDi acted fairly in declining his claim for treatment of his dog, on the grounds the dog's clinical history indicated a pre-existing condition, within the first 14 days of the policy (which would be from 19 November to 2 December). Mr K says that while the dog had some vomiting and diarrhoea in the couple of weeks before the incident, this had cleared up (other than some vomiting three days before the incident date). HDi say the clinical notes for the dog indicate symptoms of the heart condition within the 14-day waiting period. So, the condition was pre-existing and not covered.

I've considered both views carefully, including the relevant terms and conditions of the policy together with the supporting information and evidence, including the clinical history of Mr K's dog. Starting with the terms and conditions of the policy, HDi refer to the following definition of *pre-existing condition* in their final response:

*"Pre-existing condition: Any illness or injury or complication directly resulting from an injury or illness, whether diagnosed or undiagnosed that has been identified or investigated by a vet or is otherwise known to you prior to the start of the insurance or within the first 14 days of the policy for illness or 48 hours in the case of injury."*

Section 1: *Veterinary fees* of the policy terms and conditions then (under a heading of *What is not covered*) includes the following:

*"7. Any illness arising prior to or within the first 14 days of the inception date of the insurance or a pre-existing condition."*

I've then considered the question of whether the dog did have a pre-existing condition (the heart condition diagnosed by the vet (on 6 December). Or whether the condition was diagnosed or undiagnosed or identified within the 14-day waiting period. Looking at the clinical notes, the key reference (referred to by HDi in their case notes) is that from the visit to the vet on 6 December. Given its significance in deciding whether it indicated a pre-existing condition, I've set out the key comment:

*"History – [dog] has seemed a little off it – 2 weeks, V ~ 1-2 wks ago..., V 3d..., appetite reduced – off own food...O has noted inc resp effort."*

*"When taken out for walk this am laid down and refused to move..."*

I've thought carefully whether the clinical notes, together with what Mr K has said, indicate symptoms of the heart condition that was subsequently diagnosed by the vet. I recognise by its nature this cannot be determined with absolute certainty, so I must reach a conclusion on the balance of probabilities. While vomiting and diarrhoea can have different causes, I've also taken account of the clinical notes reference to increased respiratory effort (which is

consistent with what Mr K said about laboured breathing) and reduced appetite and being subdued.

I've also noted the diagnosis of the heart condition as a heart base tumour. The nature of this would indicate it being present for some time prior to the incident on 6 December (and probably would have led to the increased respiratory effort and laboured breathing.

Taking these points together, I think the evidence indicates the dog did have symptoms of the heart condition subsequently diagnosed by the vet – albeit it was undiagnosed before the date of the incident. But that would still fall within the policy definition of a pre-existing condition set out above.

Picking up Mr K's point about it being for HDi to provide medical evidence to support its decline of his claim, I've also considered the general principle, where an insurer relies on an exclusion, the onus is on them to show it's reasonable to apply it. Given the points noted above, I'm persuaded HDi have shown enough to apply the exclusion for a pre-existing condition in the circumstances of this case. And the clinical notes would, in the case of a claim under pet insurance, be considered medical evidence (as they reflect the professional views and notes made by the vet). So, I've concluded HDi acted fairly to apply the exclusion.

So, I've concluded HDi acted in line with the policy terms and conditions in declining Mr K's claim.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 10 August 2023.

Paul King  
**Ombudsman**