

## The complaint

Mr K complains U K Insurance Limited (UKI) has unfairly declined a claim under his pet insurance policy.

Any reference to UKI includes the actions of its agents.

## What happened

Mr K has a pet insurance policy which is underwritten by UKI. On 28 June 2023, he took his dog – who I'll refer to as "B" – to the vets as B had been lame. Mr K says B's lameness came on following an accident whilst jumping for a ball approximately two weeks prior. B's vet prescribed pain relief medication and advised B should have a follow up appointment if things didn't improve.

On 5 July, B was reassessed as the lameness hadn't improved. Following x-rays, B's vet gave a diagnosis of a *"suspected bilateral cruciate problem but possibly also hip issue"*.

Mr K submitted a claim for the cost of the treatment, but UKI declined it saying B's lameness was the result of a *non-emergency* illness and hadn't required *"emergency treatment"* which the policy defines as *"immediate vet attention for a severe and unexpected illness in order to stabilise your pet's condition."*

Mr K disagreed and complained to UKI. UKI maintained its position adding that the clinical history indicated an underlying issue was the cause of B's lameness as it hadn't cleared up after medication had been prescribed. It said because the vet had diagnosed cruciate disease / osteoarthritis as the most likely cause of the lameness, it wasn't satisfied there was evidence to show it was the result of an injury either.

Unhappy, Mr K brought a complaint to this Service. An Investigator considered it but didn't uphold it saying the vet's note didn't suggest immediate veterinary treatment was required, nor that B's condition needed stabilising. And she wasn't satisfied B's lameness and diagnosis was the result of an injury.

Mr K disagreed and so, the complaint has been passed to me for an Ombudsman's 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 outcome our investigator reached – and I'll explain why. The insurance industry regulator, the Financial Conduct Authority ('FCA'), sets out rules and guidance for insurers to follow in the Insurance Conduct of Business Sourcebook ('ICOBS'). ICOBS says insurers must handle claims promptly, fairly, and must not unreasonably reject a claim. So, I've kept this in mind when deciding Mr K's complaint.

The starting point is the policy document which under "vets fees" says:

*"You're covered for:*

*[...] Up to £1,500 or 12 months of cover (whichever is reached first) for necessary treatment for each injury and up to £500 towards emergency treatment for an illness required to stabilise your pet's condition."*

"Injury" is defined as: *"Damage to one or more parts of your pet's body as a result of one accidental cause."*

And "illness" is defined as *"Any sudden, disease, sickness, infection, failure or changes to your pet's normal healthy state that's not caused by injury."*

### *Illness*

In order for B's vet fees to be covered under the "illness" part of the policy, it needs to be shown that B required *"emergency treatment."* UKI said this wasn't the case, and so, I've looked at the evidence to decide whether its decision to rely on the policy exclusion that *"any illness that isn't sudden and unexpected and doesn't require emergency treatment"*, isn't covered, was fair.

The clinical notes show B was seen two weeks after the incident jumping for the ball. Given there was a period of two weeks between the incident and B being seen by a vet, I'm not persuaded B can be considered as having required *"immediate vet attention"*. And my opinion remains the same even if B's lameness didn't present until a few days before Mr K took him to the vets in late June – as waiting a few days is also not indicative of B requiring immediate veterinary attention.

Notably, when B was seen by the vet, the vet said he could be reviewed in 7 to 10 days if his lameness didn't improve following rest and medication. Given the vet was satisfied B should rest before further investigations were carried out, I'm not persuaded it would be reasonable to conclude B had required *"immediate"* vet attention for a *"severe"* illness.

I've also thought about whether B's illness was *"unexpected."* Having reviewed the clinical notes, it's apparent B had a history of lameness, osteoarthritis, and had also previously been prescribed pain relief for a problem with his leg. The vet notes from 28 June 2023 say: *"B has had some lameness problems in the past and has had Metacam [pain relief / anti-inflammatory medication] 3 weeks ago"*. And in April 2023 clinical notes say: *"[B] not on any meds currently but has Metacam to use when leg bad"*. So, I'm not persuaded the cruciate problem can reasonably be considered as *"unexpected"*.

Finally, whilst B was given pain relief and anti-inflammatory medication when seen in June 2023, I'm not persuaded this can reasonably be considered treatment to *"stabilise"* his condition as he'd been prescribed this same medication for lameness only a few weeks prior.

So, based on the above, I'm satisfied UKI's decision to consider B's treatment as relating to a *non-emergency illness* and therefore, not covered by the policy to be fair and reasonable in the circumstances.

### *Injury*

UKI has also said the treatment cost isn't covered because B's diagnosis of a cruciate problem wasn't the result of one accidental cause. But Mr K refutes this, saying the injury happened when B had an accident jumping for a ball – adding that B had been fine before the incident.

Whilst the vet did consider whether the lameness was due to soft tissue damage (caused by jumping for the ball) - the vet ultimately concluded a diagnosis of *“bilateral cruciate problem and possible hip issue”* as the most likely cause of B’s lameness.

As the clinical notes show B had previously been seen for lameness, and for issues with his leg in April 2023 - I’m not persuaded there’s enough evidence to show the lameness and resulting diagnosis of a bilateral cruciate problem was caused by a one-off accident (jumping for the ball). I appreciate Mr K says B was fine before the accident, but the clinical notes suggest otherwise – as B had been seen for lameness prior to the accident having occurred.

And so, I consider UKI’s decision to decline the claim on the basis that B’s cruciate problem *wasn’t* the result of one accidental cause to be fair and reasonable in the circumstances. I know my decision will be disappointing for Mr K, but I hope for the reasons set out above he understands why I’m unable to uphold this complaint.

### **My final decision**

My final decision is I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 18 January 2024.

Nicola Beakhust  
**Ombudsman**