

The complaint

Mr R has complained that HDI Global Specialty SE unfairly declined a claim on his pet insurance policy.

What happened

On 22 July 2022 Mr R took out a pet insurance policy with HDI for his dog. The policy doesn't cover illnesses where the signs or symptoms are noticed within the first 14 days of the policy (the waiting period).

Mr R says on 24 September 2022 the dog injured his left hind leg whilst playing with a ball. On 27 September he took the dog to the vet because of lameness. The vet diagnosed partial crucial ligament damage. In January 2023 the dog was operated on for a cruciate repair. When Mr R made a claim for the cost of the treatment, HDI declined the claim on the basis that the symptoms had been noticed in the waiting period as Mr R's vet had recorded at the time of the September visit that the dog had been lame on and off for a few months.

Mr R didn't agree. He said the dog had been injured while turning quickly and falling on his left side. He thought the vet's notes were incorrect.

As HDI didn't change its decision, Mr R brought a complaint to the Financial Ombudsman Service.

Our Investigator didn't recommend that the complaint be upheld. He didn't think HDI had treated Mr R unfairly in relying on the vet's evidence to decline the claim.

As Mr R didn't agree, the matter has been referred to me.

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'm not upholding the complaint. I'll explain why.

I do understand how strongly Mr R feels that his claim should be accepted. I also appreciate that the treatment claimed for was expensive.

However, Mr R's policy in common with most other policies has various limitations on cover. In particular the policy states that it doesn't cover "*The recurrence or continuation of **illness** or disease from which **your pet** previously suffered arising prior to or within 14 days of the start of this insurance.*"

The policy defines "*illness*" as "*Changes in **your pet's** state of health that are not caused by an **accident**, or any which may be resulting from gradual biological cause. Recurring and/or ongoing **illnesses** shall be considered as one loss.*"

This is a common exclusion in pet insurance policies and I don't think it's unreasonable. That means Mr R wouldn't be covered for an illness that occurred or showed symptoms before 4 August 2022.

HDI says that the treatment costs Mr R is claiming for are most likely for an illness that showed symptoms in the first 14 days of the policy, namely cruciate ligament damage.

The issue for me to decide is whether HDI treated Mr R fairly and reasonably in coming to that conclusion.

In order to reach a decision I've considered the vet's evidence carefully. The vet's notes for 27 September 2022 state:

*"lameness on and off left hind for a few months
Did react to stifle manipulation, partial CCL damage, no swelling of joint effusion
Rest and nsaid's, c in 3-4 weeks, if no better then xray"*

Because these notes were made at the time, I think it's more likely they reflect what was said than an individual's recollection some time after the event. Vets have a professional duty to make accurate records of consultations that have taken place. The reference to the dog being lame on and off *"for a few months"* suggests that the dog had been lame for at least two months even though he hadn't been seen by the vet during that time. HDI queried with the vet when the lameness had first been noticed. The vet said they didn't know and had only noted what the owner had told them. That indicates to me that the lameness had probably started during or before the first 14 days of the policy.

In addition, the vet's notes make no reference to the dog falling and/or suffering from sudden trauma. I'd have expected the vet to have noted this important detail if Mr R had mentioned it as it would have helped the vet understand how the lameness had occurred.

I've considered Mr R's submissions carefully. I understand he doesn't think the vet's notes accurately reflect the consultation. But taking into account all the evidence, on balance I think it was fair for HDI to base its decision to decline the claim on these notes and so I don't think HDI treated Mr R unfairly in relying on this exclusion to decline his claim.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 January 2024.

Elizabeth Grant
Ombudsman