

The complaint

Miss S complains that West Bay Insurance Plc trading as Zenith Insurance (Zenith) unfairly declined her pet insurance claim.

What happened

In March 2022 Miss S took out pet insurance with Zenith for her dog I'll refer to as "G". Miss S spoke to her vet in mid-April 2022 as "G" had shown signs of an intermittent limp, she made an appointment with her vet but later cancelled this when "G" appeared to get better. At the end of April 2022 when Miss S had an appointment with her vet about another issue she mentioned that "G" *"now and again"* hopped on her right rear leg. Miss S was told to book an appointment should the leg not improve.

In early August 2022 whilst walking her dog, "G" stood on something which made her lame on her front leg, whilst at the vets Miss S also said "G" had been showing signs of lameness in the right hind leg for around a couple of months. Miss S' vet referred her to an orthopaedic team as "G's" right stifle was showing signs of crepitus and patella luxation.

This diagnosis was confirmed, and surgery was performed. Miss S made a claim against her pet insurance. But Zenith declined the claim as "G" had shown symptoms of the condition within 14 days of the policy's inception. Miss S complained as she said it wasn't the same leg Zenith had referred to in declining her claim.

Zenith said that "G" had shown signs of an ongoing limp for a few weeks prior to the vets visit in mid-April 2022. As such they said they'd fairly declined Miss S' claim under the exclusion term *"any illness arising prior to or within the first 14 days of the inception date of the insurance"*.

Miss S wasn't happy with Zenith's response and referred her complaint to us.

Our investigator was satisfied that "G's" condition had started prior to the policy's inception, and so Zenith had acted fairly and reasonably in declining Miss S' claim.

Miss S didn't agree and asked for an ombudsman to decide.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I know Miss S will be disappointed but in making my decision I have to decide on balance what most likely happened here. And whether Zenith acted fairly and reasonably in declining the claim, and I think they did. I'll explain why.

The policy excludes *'Any illness arising prior to or within the first 14 days of the inception*

date of the insurance'. It's very common for pet policies to exclude cover for an illness which starts soon after the policy began, usually within the first 14 days.

The policy goes on to define "illness" as:

"Changes in your pet's state of health that are not caused by an accident or which may be resulting from gradual or biological cause."

The information was also shown in the Insurance Product Information Document, which is a two-page summary of key features of the policy. So, I'm satisfied Zenith did provide clear information that there was no cover for illness within the first 14 days of the policy.

I've considered "G's" medical history. I can see on 13 April 2022 it says:

"History - O called as "G" has had an intermittent limp the past few weeks, non painful, can jump up and down off beds and sofa's."

And the medical records also show that on 30 April 2022:

".....O' also mentioned now and again seems to hop on right hind."

I know Miss S said it wasn't the same leg that she asked her vet about on 13 April 2022. But the description of the illness/condition on 13 April 2022 was *"intermittent limping"* and on 30 April 2022 was *"now and again seems to hop on right hind"*. I'm persuaded that the similarity in the description about the way the lameness/limp presented itself shows this is most likely related to the same illness/condition. And I haven't seen any evidence that would contradict this.

Miss S has referred to "G" having had front leg lameness, but I can only see reference made to this in "G's" medical history in August 2022 when "G" stepped on something whilst out walking. I haven't seen any reference to a similar condition prior to this event. And at the same visit to her vet Miss S said "G" had lameness in the right hind leg which had been ongoing for around two months. I can see Miss S' vet gave a diagnosis of *"Suspected patella luxation needing surgical correction RH"*.

And its this illness/condition in August 2022 that was presented to the orthopaedic team:

"On 10/08/2022 "G" presented with a bilateral hindlimb lameness which was more pronounced on the right hindlimb. She has bilateral grade 3 MLPs (JF). "G" presented with roughly a 2 month history of progressively worsening lameness which appears most pronounced in the RHL. Initially the owner noticed a mild limp, and she reported seeing "G" kicking out her RHL when walking more recently. There had been no known injury."

While the orthopaedic team refer to a two month history which would mean it started around June 2022, this was a rough estimation based on Miss S' account. And as outlined above I think there were signs of this illness/condition being referred to in "G's" medical history having been seen within 14 days of the policy's inception.

I'm satisfied that it was this illness/condition that Miss S asked her vet about on 13 April 2022 and which had first been seen several weeks prior to this date.

As Miss S's policy was incepted 22 March 2022, the 14 day period would have covered up to 04 April 2022, as the illness/condition presented itself a few weeks before 13 April 2022, I think this would have been within the 14 day period. So, I don't think it was unfair or

unreasonable for Zenith to apply the exclusion - *“Any illness arising prior to or within the first 14 days of the inception date of the insurance”* - when they declined Miss S’ claim.

My final decision

I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss S to accept or reject my decision before 8 August 2023.

Anne Scarr
Ombudsman