

## The complaint

Miss S complains U K Insurance Limited (UKI) has declined to cover some of her pet's veterinary treatment when she made a claim under her pet insurance policy.

Any reference to UKI includes the actions of its agents.

## What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Miss S has a pet insurance policy for her dog - who I'll refer to as "P" - which is underwritten by UKI. The policy was taken out in January 2023.
- Prior to this, in September 2022, P had been seen by her vet for vulval discharge. The clinical notes say: *"Owner noticed vulval discharge over past month on and off, yesterday green colour."*
- The vet carried out a vulval examination and noted: *"vulval exam, mild discharge but no green colour."* The vet added P's disposition was *"very bright currently and normal on physical examination."*
- The vet concluded the discharge could be hormone related as P was about the age to be coming into her first season.
- A few days later, having carried out a test of P's urine, the vet noted: *"unlikely infection but ideally larger sample required. Owner said no change, still very bright and happy. Going to monitor."*
- In February 2023, P was seen by the same vet as Miss S had noticed P had green discharge when urinating and a pustule on P's peri-vaginal skin. She said P seemed in pain and was demonstrating *"snappy behaviour"*.
- On examination, the vet noted: *"a small amount of white/clear discharge, really resenting, slightly swollen vulva but no erythema, one central pustule on skin around vulva opening."*
- P was re-examined a couple of days later, green discharge was mentioned along with other symptoms including persistent scratching of the rectum – focussing on caudal mammary glands which were larger since P's season. The notes also say *"[...] Vulva quite prominent but not erythematous and looks very clean in consult. Discussed possible hormonal changes and enlargement of mammary glands/start of mild production if going into a false pregnancy, could account for scratching. Pustule seen in vulva on Saturday and coloured discharge at home so possible vaginitis"*
- The vet subsequently presented four possible diagnosis and the likelihood of each: pseudopregnancy (for which P had already had the appropriate treatment); pyometra

(though unlikely due to P's age); vaginal/uterine neoplasia (but as P was very young, unlikely); vaginitis/vulvitis.

- Miss S agreed to having P spayed on the vet's advice that it might resolve the problems, but that there was no guarantee it would resolve the behaviour issues as these might be unrelated.
- P was spayed and Miss S put in a claim to UKI for all the treatment costs she'd incurred. UKI accepted the claim in respect of the pseudo pregnancy but said the spay wasn't covered as it was preventative treatment – which isn't covered under the policy. And it said the vaginitis wasn't covered as it pre-existed the policy start date with P having shown signs of vaginal discharge in September 2022.
- It did however, pay £100 compensation to recognise its communication with Miss S could have been better. Miss S disagreed with UKI's outcome and so, brought a complaint to this Service.
- An Investigator looked into things, and on receipt of new information P's vet, was more persuaded the vaginal discharge claim should be covered as there was insufficient evidence to show it was a pre-existing condition and connected to the treatment P received for vaginitis.
- He was also satisfied P being spayed was to treat the vaginitis/vaginal discharge and *wasn't* solely carried out as a preventive measure to avoid future pseudo pregnancies - so he said UKI should cover the cost of the spay.
- UKI 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. Our Investigator ultimately, concluded UKI should cover the cost of treatment regarding P's vaginitis as he wasn't persuaded it was a pre-existing condition. And as he was satisfied the spay had been carried out to resolve the vaginitis, UKI should cover this as well. I don't need to consider costs relating to the pseudo pregnancy as UKI has already accepted and paid this part of the claim.

So, I've first considered whether UKI should cover the claim for P's vaginitis. I understand UKI vehemently contest this and say as P had vaginal discharge before the policy was taken out, the claim shouldn't be covered. The policy says: *"We won't cover any claims in connection with or arising from any pre-existing condition"*.

*"Pre-existing condition" is defined 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."*

Taking a strict application of the policy wording, I agree P had shown signs of vaginal discharge before the policy started because in both September 2022 Miss S mentions P having shown signs of green vaginal discharge.

But even if the signs were the same as those presented in February 2023, I have to consider whether Miss S knew there was something wrong with P which could likely lead to investigation or treatment in the future when she took out the policy. From what I've seen, I'm not satisfied she did.

I say this because when P was examined in September 2022 – four months prior to the policy starting – the vet advised Miss S that P's discharge was likely due to her first upcoming season and was normal. So, I think it was reasonable for Miss S to have assumed that following P's first season, the issue would resolve itself – which it appeared to do as her vet has said there was no recurrence for approximately six months.

And as the vet didn't identify an underlying issue when examining P in September 2022 – and said the discharge was normal - I think it's reasonable Miss S didn't consider P's discharge to be something which would require investigation or treatment in the future.

I also have to consider that even if the “*signs or symptoms*” were the same, whether the treatment was for the same thing. Notably, P's vet has said on a number of occasions that the consultation for vulval discharge on 7 September 2022 is not related to P's condition of pain/vaginitis. The vet explains:

*“During the consult on 07.09.22 I examined P and found no abnormal discharge from her vulva nor any abnormalities. She was the right age to be due her first season and I advised this was likely normal hormonal changes to do with this.”*

*“Given the symptoms resolved, we ruled out a UTI and she then came into season at home I think it is unlikely that this is the same or related issue some 6 months later with no-occurrence in between.”*

P's vet also explains that its admin team had labelled the claim “*vaginal discharge*” when there were actually several symptoms and has explained to UKI that “*A more accurate claim description would be pain/vaginitis.*” In their correspondence to UKI, P's vet explains “*P was then seen 6 months later with no recurrent in between with many different signs including pain in the caudal area, a pustule in her vulval area and discharged and was prescribed antibiotics and anti-inflammatory [medication].*”

Aside from the discharge, the other symptoms differ to that which P presented with in September 2022. And in the absence of persuasive expert evidence to counter P's vet's opinion, I'm more persuaded P's claim for vaginitis in 2023 is not connected to the vaginal discharge P was examined for in September 2022.

But that even if it were connected, Miss S at the time of taking out the policy couldn't have reasonably known the vaginal discharge was going to lead to further investigations or treatment based on what she'd been advised by P's vet – namely that it was normal on examination, and likely due to P's first season. So, when I consider the circumstances of this complaint, I'm satisfied a fair and reasonable outcome is that the claim - regarding the treatment of vaginitis - be covered by UKI.

The next issue to consider is whether the spay was carried out to treat / resolve the vaginitis. UKI says it wasn't – and that it was done as a preventative measure to avoid future pseudo pregnancies. It also said P was spayed to resolve her behavioural issues – both of which aren't covered under the policy.

P's medical notes show the vet advised Miss P to “*consider spaying P as [it] may resolve the problem.*” And P's vet has explained that “*her intention when recommending the spay was to resolve the presenting complaints of vaginal discharge and behavioural changes and hoped*

*that if they were connected to hormones this would resolve these problems.”*

I accept the policy doesn't cover “*preventative treatment*”, but the clinical notes don't persuade me P was spayed solely to prevent future pseudo pregnancies. Likewise, there's insufficient evidence to show the spay was carried out for the sole purpose of rectifying P's behavioural issues as P's vet noted - “*Also discussed no guarantee this [spay] will resolve behaviour issues as these may be unrelated.*” So, whilst UKI has said the spay shouldn't be covered on these grounds, I'm not persuaded it has demonstrated the exclusions apply in the circumstances.

So based on the evidence, I'm satisfied the spay was carried out to treat P's vaginitis. And as I'm satisfied UKI should cover the claim for vaginitis, the cost of the spay should also be covered as part of this claim.

### **Compensation**

UKI paid £100 compensation to recognise its communication could have been better when Miss S got in touch with it regarding P being spayed. I agree UKI's service fell short here but I'm satisfied this amount is fair and reasonable in the circumstances and so I won't be directing UKI to pay more.

### **Putting things right**

I understand Miss S has been paying her veterinary bills in instalments. It's not clear from the information I have whether she's settled these in full in respect of the vaginitis treatment. If not, UKI will need to cover the remaining amount, as well as reimburse Miss S each instalment she's already paid.

### **My final decision**

My final decision is I uphold this complaint. U K Insurance Limited must reimburse Miss S the amount she's paid her vet (subject to proof of payment) in respect of the claim. UKI must pay simple interest at 8% a year from the date Miss S paid each instalment until the date it is refunded.

And it must cover any outstanding amount in respect of treating the vaginitis (also referred to as the vaginal discharge claim), which is to include the cost of the spay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 18 January 2024.

Nicola Beakhust  
**Ombudsman**