

The complaint

Mr B has complained that U K Insurance Limited (UKI) unfairly declined a claim on his pet insurance policy.

What happened

Mr B took out a policy with UKI for his dog, whom I'll call O. The policy covered him for vet's fees up to a maximum of £4,000 for each condition or for 12 months from the first date of treatment.

Between 14 February 2019 and 12 January 2023 O attended the vet's four times for ear problems with his left ear. Mr B made a claim to UKI after O was treated for an infection in his right ear in July 2023.

UKI declined the claim. It said cover for this condition had expired on 13 February 2020.

Mr B complained to UKI as he thought this infection should be treated as a new condition. His vet told UKI that he felt O's ear condition was a new condition as the previous ear infections had all been in O's left ear.

UKI didn't change its decision. Mr B brought his complaint to this service. Our Investigator didn't uphold the complaint. She didn't think UKI had treated Mr B unfairly. Mr B thought UKI and our Investigator should have spoken to his vet. As Mr B didn't agree with our Investigator's view, 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.

Mr B's policy provided cover of up to £4,000 or for 12 months, whichever is reached first, for each condition. The policy defines "*conditions*" as "*Any injury or illness or any symptoms or signs of injury or illness, including related conditions or problems, no matter where these are noticed or happen in your pet.*" It also defined "*Bilateral Condition*" as "*Any condition affecting body parts of which your pet has two, (for example ears, eyes, cruciate ligaments, hips and patellae).* When applying a benefit limit or exclusion *Bilateral Conditions* are considered as one condition."

UKI considered the "*condition*" started on 14 February 2019, meaning the treatment needed in July and August 2023 was outside the period of cover of 12 months. I don't think that's unreasonable and I'll explain why.

I've looked at O's clinical history. It confirms that O was seen on 14 February 2019 and the vet noted:

"On exam today L ear nice and clean. R ear very red and warm and lots of mucky wax down ear canal."

Mr B's vet thinks the left and right ears were the wrong way round in this note because the following day the vet noticed that the left ear was "*very waxy and inflamed*". He prescribed a cleaner and ear drops.

On 8 April 2019 the vet noted that the left ear was "*inflamed stenotic and ++grey discharge*."

On 20 April 2020 the vet noted that they'd discussed with Mr B that O might have allergies that were causing pruritis and making him more prone to bacterial infection.

On 16 August 2020 the vet noticed an inflammation in O's left ear. They diagnosed otitis externa. I understand this to be an inflammation of the outer ear.

On 12 January 2023 the vet diagnosed otitis externa again in O's left ear.

Assuming the vet is right about a mix-up in the notes for 14 January 2019 the first mention of a problem with the right ear is 31 July 2023. The diagnosis was otitis externa.

I accept that the issues prior to July 2023 were in a different ear. But I'm satisfied this met the policy definition of "*condition*" because the symptoms were the same – essentially an inflammation in the outer ear. As O showed signs or symptoms of this condition on 14 February 2019, I can understand why UKI took that as the start date for the condition.

I think the policy wording is clear on bilateral conditions. Ears are something a dog has two of and the policy wording confirms that conditions affecting different ears will be treated as one condition. If the veterinary evidence showed that the underlying cause of the conditions to the left and right ears was different and unrelated, it might not be fair to treat them as the same condition. But although there is mention in April 2019 of potential allergies, there does not appear ever to have been a diagnosis and all I can be sure of is that O has had otitis externa in both ears.

The evidence from Mr B's vet focussed on the fact that O had never previously had an infection in his right ear. I accept that. But because of the policy definition of "*Bilateral Conditions*" I don't think that matters. So I don't think UKI (or indeed our Investigator) needed to speak to the vet in order to reach a decision on the claim.

Whilst I am sorry to hear of the circumstances that have led to Mr B's complaint, having considered all the evidence, I don't think UKI treated him unfairly in relying on the policy terms 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 B to accept or reject my decision before 20 December 2023.

Elizabeth Grant
Ombudsman