

The complaint

Mrs B has complained that HDI Global Specialty SE unfairly declined a claim on her pet insurance policy.

What happened

Mrs B took out a pet insurance policy for her dog with HDI in July 2022. She took the dog to the vet in September 2022 due to lameness in the dog's left back leg. The vet diagnosed cruciate ligament rupture.

Mrs B made a claim for the treatment. HDI said that as the dog's clinical history showed that the dog had had cruciate disease since August 2020 in its right back leg, it would class this as a bilateral illness which predated the policy and so wasn't covered.

Mrs B brought a complaint to this service. I issued a provisional decision explaining why I wasn't minded to uphold the complaint. An extract from my provisional findings is set out below:

"Mrs B's policy, like many other pet policies, doesn't cover pre-existing conditions. There is an exclusion in the policy for:

*"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 explained how illnesses with multiple sites would be treated. It said:

*"For **illnesses** that can have multiple sites or bilateral **illnesses** such as eyes, ears or legs **we** shall treat all occurrences of an **illness** as the same **illness** and charge only one excess. This is the definition as to how benefits are provided under this **policy** of insurance. If the condition diagnosis by **your veterinary surgeon** is the same as a previous condition, they will be treated as the same condition even if the problem is in a different part of **your pet's** body. If **your pet** has a growth on the left ear which is subsequently found on the right ear, both will be treated in benefit terms as the one condition. Benefit limits and the start date for the condition will be from the date that the left ear growth was found irrespective of the time difference between diagnoses.*

***We** will always treat the same diagnosis as one condition irrespective of when or where in **your pet's** body the symptoms are found, even where the condition is diagnosed in different legs for the purpose of allocating benefits and deciding the start date for the condition it will be the date that the first symptom was diagnosed."*

In respect of bilateral conditions it is the approach of this service that it is not fair and reasonable to consider two separate episodes of cruciate rupture in different legs as one incident. That is the case unless there is sufficient evidence to show that they are causally connected or that there is an underlying disease that affects both cruciate ligaments.

I've looked at the dog's previous veterinary history. In August 2020 not long after Mrs B had acquired the dog who was over 8 years old at that time, some x-rays were taken while she was being neutered. The vet suspected that the dog had had cruciate disease for some time. They said:

"Rads showed good hips, but right stifle def thickened cf L and some free fluid in joint and tibial crest irregular. Suspect has had cruciate dz at some time, but body is trying to heal it."

In January 2021 the vet's notes say:

"Went to beach on xmas day, and hurt right leg,,, not really improved since then (one month duration). This dog had a similar complaint in August 2020, and x-rays were taken then – hips good, but thickening of right stifle joint and a possible diagnosis of chronic cruciate injury was made then."

In early 2021 the dog's right leg was operated on for a cruciate rupture.

In order to establish whether the cause of the cruciate ligament rupture in the dog's left hind leg was linked to the earlier problem with the right hind leg, I asked Mrs B's vet whether the dog was suffering from cruciate disease affecting both cruciate ligaments. They said "the same disease process was present but in different limbs. 40-60% of dogs who have cruciate disease in one leg go on to develop cruciate disease in the other leg."

On balance in this case, I think it's likely that cruciate disease was the cause of the problems in the right and left hind legs of Mrs B's dog. The first clinical signs of this were noticed in August 2020 before Mrs B's policy with HDI started. So, I don't consider it was unfair of HDI to treat this as a pre-existing condition."

Neither party had any comment on my provisional findings.

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.

As neither party objected to my provisional findings, I see no reason to change them and they now form part of this final decision.

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 Mrs B to accept or reject my decision before 4 October 2023.

Elizabeth Grant
Ombudsman