

The complaint

Mr T complained that U K Insurance Limited (“UKI”) unfairly amalgamated two illness claims into one for his pet, which resulted in his settlement been lower due to a cap in place on the policy for related conditions.

What happened

Mr T’s pet was treated for an illness which UKI settled under a pet insurance policy. Mr T made a second claim for a second illness, but UKI said this was linked to the first condition, so it didn’t pay the full claim. UKI just considered the total costs and paid up to the policy limit for one condition.

Mr T thought this was unfair, as he thought there was evidence that the second illness was a separate condition.

Our investigator decided not to uphold the complaint. Based upon the evidence available, our investigator thought UKI had reached a reasonable conclusion. So, he thought UKI had settled the claim in line with the policy terms. Mr T disagreed, so the case has been referred to an ombudsman.

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.

I’ve begun by reviewing what the terms and conditions of the policy set out. UKI in its final response have shared the key terms it relied upon in declining the claim. The policy states:

*“We’ll refund treatment costs for vet fees or complementary treatment that you have to pay for a **condition** providing the **condition** happened during a period of insurance and the treatment was given during a period of insurance when the premium has been paid, under the following conditions:*

*> Advanced: Up to £8,000 for each separate **condition**.”*

*Under Policy definitions on pages 6-7 then policy further defines **condition** 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 or on your pet”.

UKI said the second claim was linked to the same “*condition*” as claim 1, so decided only to settle costs up to £8,000. I’ve considered whether UKI has been fair in amalgamating the claims as one condition. If it demonstrates the claims were for a related condition, then I’m unlikely to uphold the complaint.

UKI has provided detailed notes on how it arrived at its decision, so I’ve thoroughly reviewed these. UKI has shared statements from two vets who were involved in the treatment of the

pet. The commentaries are detailed and technical. I'm not going to share the details of these reports, but rest assured I have considered all the evidence carefully. I'm particularly interested in the process UKI followed and the information it has used to make its decision.

I can see when UKI received the report from one of the vets it made further enquiries. UKI had further communications with the vet to ensure it properly understood the findings and to validate the conclusion it was making. I think this is a sensible approach. Both vets provided professional opinions that the medication that was prescribed to treat the symptoms observed in claim one, are likely to have caused the complications that led to the second claim.

However, Mr T was unhappy with the conclusions that UKI reached, so he challenged the decision that was made. Mr T described further symptoms that he'd noticed in the pet that may have been the cause of the second claim. Mr T had the Clinical Director of his vets practice review the case and provide a further professional opinion to UKI.

The Clinical Director said there was no confirmed diagnosis for the second claim. He suggested further reasoning as to what the cause of the claim could be and indicated UKI should treat it as a separate claim.

As I'd expect, UKI examined the opinion provided by the Clinical Director. However, the information provided didn't make UKI change its position. It provided further reasoning itself, further industry references and professional opinion that supported its decision.

It's difficult for me to conclude with certainty what caused the issues in claim 2. However, on balance, I think UKI has provided sound reasoning to show the medication from claim 1 likely caused, or at least had a significant contribution to the complications that manifested in claim 2. I think UKI has followed a thorough and robust process. I don't think UKI has been unreasonable in putting more weight on the findings of the two vets who treated the pet as opposed to the Clinical Director who did a retrospective review. So, I think UKI has been reasonable in concluding the two claims were for a linked condition.

Mr T has provided his own theory of the cause of claim 2. But, I don't think there is evidence to substantiate this. Therefore, as I think UKI have acted reasonably, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require U K Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 8 July 2024.

Pete Averill
Ombudsman