

The complaint

Mr M is unhappy HDI Global Specialty SE turned down a claim he made on his pet insurance policy.

What happened

Mr M took out pet insurance with HDI in January 2023 to cover his dog. In February 2024 he claimed on his policy for the cost of an X-ray. HDI turned down the claim. It said the claim related to a bilateral medial luxating patella. The vet's notes showed that was a condition which his dog had been diagnosed with prior to the policy being taken out. And the policy didn't cover pre-existing conditions.

Our investigator thought, having reviewed the veterinary evidence, it was fair of HDI to conclude the cost of the X-ray did relate to medial patella luxation. And that was a condition which had been noted by the vet during an examination in December 2022 which was prior to the policy being taken out. As the policy didn't cover costs associated with pre-existing conditions he thought HDI had fairly turned down the claim.

Mr M didn't agree. In summary he said:

- The reference to patella luxation in the vet's notes prior to the policy being taken out wasn't a formal diagnosis but a passing concern. The purpose of the X-ray was to accurately diagnose the condition his dog was suffering from; it wasn't in itself a treatment for a condition.
- Following the X ray his dog had been diagnosed with Moderate Hip Dysplasia, Swelling in Knees, and Mild Osteoarthritis. Those weren't conditions that were known or treated prior to the policy start date. So it was unfair HDI wouldn't pay for the X-ray cost.
- Since then his dog had been receiving treatment for Moderate Hip Dysplasia which would need to be claimed on his insurance as this was directly related to the condition discovered by the X-ray in February 2024.

So I need to reach a final 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.

The relevant rules and industry guidelines say HDI has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mr M's policy. It says "*We will pay you for all customary charges made for treatment carried out by a vet. Cover is provided for an accident, illness, or injury occurring to your pet, subject to the policy limit shown*"

on your policy schedule". Illness is defined as "Changes in your pet's state of health which were not caused by an accident...". And treatment means "Any examination, consultation, advice, tests, x-rays, ultrasound, CT scan, MRI scan, drugs, or medication administered or prescribed, surgery, nursing, or care; provided by, or under the direction of, a vet".

So the policy could in principle cover the cost of the X-ray. But it doesn't cover "*Any illness arising prior to or during the first 14 days of the inception date of the insurance or a pre-existing condition*". It defines pre-existing condition as "*Any illness or injury or complication directly resulting from an injury or illness, whether diagnosed or undiagnosed that has been identified or investigated by a vet or is otherwise known to you prior to the start of the insurance or within the first 14 days of the policy for illness or 48 hours in the case of an injury*"

I've thought about how that applies here. The veterinary notes from 15 December 2022 say "*gd 2 patella luxation often out but will go back in and stays back in*". The notes go on to say the vet recommends monitoring for now but "*could consider physio, discussed surgery briefly if cont to be a problem when fully grown*". I think that would fall within the policy definition of a pre-existing condition.

And Mr M hasn't disputed this was something he was aware of at the time. He says it was presented to him as simply a "*passing concern*". But whether that's the case or not I think it's reasonable to conclude he knew his dog did have a potential issue with patella luxation and that surgery was a possibility in relation to this in future. So I think it would be in line with the policy terms and fair for HDI to decline to pay a claim which related to this condition.

I've gone on to consider whether that's what happened here. Mr M says the X-ray identified conditions (Moderate Hip Dysplasia, Swelling in Knees, and Mild Osteoarthritis) which weren't previously known to him or the vet. And I recognise that, as Mr M says, the X-ray wasn't a treatment for a pre-existing condition. But I think in deciding whether HDI has fairly applied the exclusion it's reasonable to consider what the reason for carrying out the X-ray was as well as the outcome.

The vet's notes from February 2024 which preceded the X-ray record "*bilateral MPL [medial patella luxation]*". The claim form completed by the Small Animal Hospital where it took place say the diagnosis is "*Patella Luxation Medial*". And the feedback to the treating vet from the animal hospital says the dog was presented for "*assessment of left pelvic limb lameness suspected to be the result of left medial patellar luxation*". That analysis went on to confirm patellar luxation on both the left and right hand side of his dog. It did identify hip dysplasia but said "*we suspect that her left MPL is the most significant contributor to her clinical signs*".

I appreciate the X-ray may have also identified issues Mr M wasn't previously aware of and which may not fall within the definition of a pre-existing condition. But it was carried out because of suspected patella luxation. That diagnosis was confirmed following it and the vet found it was the most significant contributor to his dog's clinical signs. I don't think it was unreasonable of HDI to therefore conclude the X-ray did primarily relate to that pre-existing condition and decline to provide cover for the costs of it.

Mr M says he'll be making a further claim for the costs of hydrotherapy which his dog is now receiving as treatment for hip dysplasia. That's something he's of course free to raise with HDI. It can then consider whether that's something covered by his policy (including whether the need for this treatment is unrelated to any pre-existing condition).

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman

Service, I'm required to ask Mr M to accept or reject my decision before 20 December 2024.

James Park
Ombudsman