



<u>Decision Ref:</u>	2021-0472
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Pet Insurance
<u>Conduct(s) complained of:</u>	Rejection of claim - pre-existing condition Claim handling delays or issues
<u>Outcome:</u>	Rejected

**LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

This complaint relates to a claim on a pet insurance policy.

The Complainant's Case

The Complainant states that she was already a customer of the Provider when, following the death of her insured pet, she re-homed a 16 month old dog in **May 2017**. The Complainant states that the pet's prior medical history/information was not available. At this time she took the pet to her usual veterinary practitioner and *"they observed a redness on the muzzle and treated [her dog] for fleas as well as an ear infection as well as her first shots"*.

The Complainant states that she applied to the Provider *"two months or so later"* to insure the animal. Cover was provided. The Complainant states that the Provider *"did not stipulate that the lack of knowledge regarding history would be contra indicated to taking my money at the time to cover my pet"*.

In **October 2018**, the Complainant states that she *"submitted a claim for partial reimbursement for a particular issue that was not ongoing from **May 2017**"* but that the claim was declined.

The Complainant states that *“all inflammation is not apparent topically as a result of the same cause. It is completely unacceptable to suggest that a different inflammatory condition is pre-existing”*. The Complainant states that she has letters from the Provider *“in which they state that dermatitis was a pre existing condition as the vet notes from **May 2017** mentioned some redness around the muzzle area”*.

The Complainant asserts that *“the condition that began in **October 2018** is different and not responsive to the methods that were used in **May 2017”***

The Complainant contends that the Provider has *“place[d] all ailments which may present though a skin irritation or an infection for that matter be considered an existing condition. Basically to place all ailments under that same umbrella.”*

The Complainant made further submissions to this Office by way of email dated **4 March 2021** wherein she reiterated that she finds *“it frustrating that any illness which may present with a skin issue will not be covered”*. She also states that *“some time ago”* she asked the Provider would she have cover with regard to having an investigative test carried out to determine whether the skin issues are *“an allergy issue”* and that this query was not responded to.

Ultimately the Complainant wants to be *“reimbursed for the **2018** claim and also recently for the dermatologist visit”*.

The Provider’s Case

The Provider issued a formal declination letter to the Complainant on **6 December 2018** advising that it would not be providing an indemnity under the policy due to the fact that the pet showed clinical signs of a skin condition on the **29 May 2017** and **8 June 2017**, before the start date of the policy.

The Provider, in its Final Response Letter dated **3 January 2020**, states that the Complainant’s policy commenced on **9 August 2017**. It sets out that the insured animal had shown signs of *“otitis externa”* on **29 May 2017** and **11 September 2017**, as well as *“erythema”* on **8 June 2019** (this date was corrected as being **8 June 2017** in the Provider’s submissions to this Office). The Provider states that it was these clinical signs of the condition being present prior to the inception of the policy which resulted in the Complainant’s claim being declined.

The Provider issued a second Final Response Letter on **26 March 2020** in response to a further claim and subsequent complaint by the Complainant. In it the Provider notes that the insured animal required treatment for "*pedal dermatitis*" from **24 January 2020 to 7 February 2020**. The Provider refers to the presence of clinical signs on both **29 May 2017** and **8 June 2017** and declined the Complainant's claim on the basis of the pre-existence of the Complainant's pet's condition prior to the inception of the policy.

The Provider made submissions to this Office dated **22 December 2020** wherein it reiterated the reasons for declinature as set out in its Final Response Letters. The Provider submits that "*it is evident that the Pet insured has had allergies/skin conditions ongoing from May 2017, before the inception of the policy in August 2017*". The Provider states that "*all skin ailments recorded on the Pet's medical history belong under the one 'umbrella' of Atopy/Hypersensitivity reactions and the symptoms described in 2017, 2018 and 2020 are all linked to this one condition*". Therefore, the Provider submits that the claims submitted to it were correctly declined as clinical signs of a skin condition were pre-existing.

The Complaint for Adjudication

The complaint is that the Provider wrongfully failed to admit and pay the Complainant's claim on her pet insurance policy in **October 2018** and **March 2020**.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision, I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

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A Preliminary Decision was issued to the parties on 5 October 2021, outlining my preliminary determination in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

Following the issue of my Preliminary Decision the parties made further submissions to this office, copies of which were exchanged between the parties.

Having considered these additional submissions and all submissions and evidence furnished by both parties to this Office, I set out below my final determination.

I note that the Complainant's policy was incepted on **9 August 2017** online.

I note that page 9 of the policy states that the Provider will not pay for the *"cost of any Treatment for an injury that happened for an illness that first showed clinical signs before your pet's cover started; an injury or illness that is the same as or has the same diagnosis or clinical signs as an injury, illness or clinical sign your pet had before its cover started or an injury or illness that is caused by relates to or results from an injury, illness or clinical sign your pet had before its cover started"*.

Furthermore, I note that the *Policy Summary* issued to the Complainant when she incepted the policy and upon her renewal of the policy in **July 2018** stated that she was not covered for the *"cost of any treatment for an injury or illness that is the same as, results from, or first showed clinical signs before your pet's cover started."*

I note that the Complainant's pet has the following medical history:

- **29 May 2017:** Diagnosed with otitis externa, which is an ear infection/inflammation of the outer ear canal and is a type of skin disease;
- **8 June 2017:** Pet developed a suspected allergic reaction, suffering from *"erythema muzzle/ventral chin/neck"* and that the veterinary prescribed Piriton *"to resolve skin erythema"*;
- **15 June 2017:** Pet was prescribed Betamox, which is an antibiotic often prescribed for skin infections;
- **11 September 2017:** Pet presented with *"ears flare up like last time"* and was prescribed Otomax which is normally dispensed for the treatment of acute and chronic otitis externa;

- **8 August 2018:** Pet was prescribed Prednisolone which is used to treat a wide range of health problems including allergies, skin diseases, infections and inflammation;
- **30 October 2018:** Pet prescribed Apoquel which is generally prescribed for treatment of canine atopic dermatitis;
- **21 November 2018:** Pet prescribed Apoquel again;
- **24 January 2020:** Pet prescribed Prednisolone; and
- **31 January 2020:** Pet prescribed Prednicortone/Prednisan/Prednisolone; and
- **7 February 2020:** Pet's pyoderma "*is completely resolved*". Pet prescribed Cortavance which is a spray used for the treatment of inflammatory and itchy skin diseases in dogs.

I also note that the evidence indicates that, when purchasing the policy online on **8 August 2017**, the Complainant answered in the negative in respect of the question as to whether the pet "*ever had any skin complaint*".

In respect of the first claim made by the Complainant on **26 November 2018**, this was a claim for treatment undergone between **30 October 2018** and **21 November 2018** for "*skin allergies*". The medical history supplied with this claim demonstrates that the pet was suffering from issues to do with skin allergies in his ears, muzzle, chin and neck in **May 2017** and **June 2017** prior to the policy being purchased and inception in **August 2017**. Therefore, this issue of "*skin allergies*" was a pre-existing condition and therefore I accept that the Provider was entitled to reject the claim pursuant to page 9 of the policy document.

In respect of the second claim made by the Complaint on **12 February 2020**, this was a claim for treatment underwent between **24 January 2020** and **7 February 2020** for "*pedal pyoderma*" which is a skin allergy affecting the feet of the pet. The medical history as stated above shows that the pet had prior issues with skin allergies affecting his body and therefore this issue was a pre-existing condition. Therefore, I accept that the Provider was entitled to reject the claim pursuant to page 9 of the policy document.

In the interests of completeness, I note that there has been no documentary evidence submitted to support the Complainant's assertion that she asked Provider would she have cover with regard to having an investigative test carried out to determine whether the skin issues are "*an allergy issue*" and that this query was not responded to by the Provider.

Based on the foregoing, I accept that the two claims made by the Complainant relate to pre-existing condition of “*skin allergies*” which the pet suffered with prior to the purchase and inception of the policy and on that basis, I do not uphold this complaint.

Conclusion

My Decision pursuant to **Section 60(1)** of the ***Financial Services and Pensions Ombudsman Act 2017***, is that this complaint is rejected.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



GER DEERING
FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

2 December 2021

Pursuant to **Section 62** of the ***Financial Services and Pensions Ombudsman Act 2017***, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

- (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,
- and

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.