

The complaint

Ms R is unhappy with the decision by Building Block Insurance PCC Ltd ('BBI') to decline a claim she made on her pet insurance policy.

BBI are the underwriters of this policy. For the purposes of my decision, any references to their actions include those of BBI's associated and appointed agents.

What happened

The background to this complaint is well known to both Ms R and BBI. I won't repeat in any great detail what is already known to both parties. In my decision I'll mainly focus on giving the reasons for reaching the outcome I have.

Ms R took out a pet insurance policy for her dog in September 2019. On 17 August 2021 Ms R contacted a vet as her dog was lame. Ms R said she removed a thorn or splinter from her dog's paw, but the lameness and limping continued shortly afterwards. On 20 and 26 August 2021 Ms R took her pet to the vet. On 6 September 2021 the vet decided to amputate a digit from the dog's paw.

Ms R made a claim on her policy, but it was declined and she raised a complaint with BBI. BBI looked into the complaint but didn't uphold it. Ms R then referred her complaint to our Service for an independent review. Our investigator recommended that the complaint be upheld.

BBI didn't agree so the complaint has been referred to me for 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

When considering this complaint, I need to decide if BBI have fairly considered the claim – inline with the policy terms before then choosing to decline it. I'll also need to decide if they've treated Ms R fairly and reasonably overall.

I've noted that BBI provided two reasons to Ms R for declining her claim. In summary they were 1- the treatment required here resulted from a pre-existing medical condition ('PEMC') and 2- the treatment was elective or preventative rather than necessary. However, in an email to our Service dated 5 April 2022 they've stated:

“We do not seek to rely on policy exclusion 8 which is on page 11 of the policy terms. The exclusion concerns elective procedures. Please ignore any reference to this exclusion on the complaint response.”

Therefore, in my decision I've only considered the claim being declined because of the PEMC term.

The claim decline

BBI have said that the treatment being claimed for here falls under the policy PEMC exclusion.

In their final response letter they've referred to a 'hard mass' recorded in vet's notes from 3 January 2019 – prior to the policy starting. I acknowledge that the digit that required removal was on the same paw as the previously noted mass.

It's unfortunate, but understandable that the digit that was removed wasn't examined after removal. This would have allowed the vet to show, with supporting evidence whether or not the removal was linked to the previous noted mass.

Therefore, when coming to my decision I've had to rely on the *available* evidence. The available evidence here that I'm most persuaded by is from the vet. The vet's evidence is expert evidence here and they treated the dog. In the vet's email to BBI dated 4 January 2022, they state:

“....support my opinion that the toe amputated on 06/09/21 was not of a condition related to the swelling on the same foot noted on 03/01/19.”

Aside from the vet's opinion, it seems that little or no weight has been attached by BBI to the incident with the thorn / splinter requiring removal by Ms R and the possibility that this led to the later amputation.

Neither Ms R, our Service or BBI are animal experts. The vet's opinion is persuasive and having reviewed all of the other evidence - such as photos of the affected area, I'm of the opinion that BBI haven't treated Ms R fairly, reasonably or inline with the policy terms when declining this claim for the reasons they've given.

I'll set out my direction to put things right below.

How the claim was handled

Ms R was also unhappy with how the claim was handled. I accept some of the delays (from Ms R's perspective) have been caused by the back and forth nature of this claim and further evidence being requested and provided. But I've not seen anything to conclude - on balance, that the delays here were deliberate or unacceptable to the extent that compensation is warranted for this reason.

However, BBI's actions in their overall handling of this claim will have caused trouble and upset, as well as avoidable annoyance and uncertainty to Ms R. In particular, there was strong supporting evidence from the vet who'd treated Ms R's dog from 4 January 2022 (prior to the reconsideration of the claim) which BBI didn't place the appropriate weight on or change their position. I also find that BBI have changed the reasons for declining the claim at different points during the claim (which they're entitled to do), but they haven't been as clear as they could've been with Ms R about why they were declining the claim or why they disregarded the key supporting evidence from the vet.

I find the £100 recommended by our investigator to be fair, reasonable and proportionate to the impact of BBI's actions on Ms R when handling her claim.

Putting things right

I direct Building Block Insurance PCC Ltd ('BBI') to:

- Reconsider this claim and settle it inline with the remaining policy terms;
- Add 8% simple interest to any settlement amount from the date the claim was initially declined until the date any claim settlement is paid; and
- Pay Ms R £100 for any trouble and upset caused by how this claim has been handled.

My final decision

For the reasons set out above, I uphold Ms R's complaint and direct Building Block Insurance PCC Ltd to follow my direction as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 5 July 2022.

Daniel O'Shea
Ombudsman