

The complaint

Mrs C is unhappy that her claim has been declined due to a pre-existing condition with her dog. Building Block Insurance PCC Ltd ("BBI") are providing the pet insurance policy.

What happened

Mrs C made a claim for treatment costs she incurred for her dog in 2022/23 for an ear infection. BBI reviewed the claim, but decided to decline it as it said, *"the first clinical signs of symptoms [of the dog's] condition occurred prior to the start of the policy"*.

BBI highlighted the exclusion of cover for pre-existing conditions, which the policy describes as *"any diagnosed or undiagnosed Condition which has occurred or existed or has shown signs or symptoms of existing in any form before the Policy Start Date or within the Waiting Period in the first Period of insurance. This also includes any diagnosis, or any Clinical Signs caused by or resulting from an Accidental injury or illness Your Pet had on an Associated Condition before the Policy Start Date or within the Waiting Period in the first Period of insurance."*

Mrs C thought this was unfair. She didn't think a standalone ear infection would be considered as a pre-existing condition. She said the infections were over two and half years apart and not connected. She wants the costs she has incurred to be reimbursed by BBI.

Our investigator decided to uphold the complaint. He didn't think the two illnesses were linked so told BBI to reassess the claim under the remaining terms and conditions of the policy. He asked BBI to add 8% interest per annum (simple) to any settlement paid. BBI disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 10 October 2023. I said:

"Not every policy wording will be the same, so as BBI has declined the claim due to an exclusion in the policy, I've examined this closer. BBI said Mrs C's dog had a pre-existing condition prior to taking out the policy which it said meant cover wasn't available in the circumstances of Mrs C's claim."

The policy defines "Condition" in the policy as "means any injury sustained or resulting from a single Accident or any manifestation of an Illness having the same diagnostic classification or resulting from the same disease process regardless of the number of incidents or areas of Your Pet's body affected".

BBI has explained that both claims that Mrs C has made – the recent one and the one before the policy start date were for ear infections. It said as both claims had the same diagnostic classification, the condition was pre-existing and therefore excluded from the policy. I think BBI has fairly applied the policy terms here.

I've read the notes associated with the claim and I can see both claims related to the right

ear of the dog. The dog had to visit the vets several times for a wax discharge from the right ear. I think this is the same “clinical sign”, so is consistent with the definition of a pre-existing condition.

I appreciate Mrs C didn't think that the dog's ear represented a need to declare a pre-existing issue when taking out the policy. However, I've reviewed the documentation that was shared with Mrs C when she took out the policy. Then statement of fact clearly shows an assumption which states “You accept that no cover will be provided for any illness or injury that is pre-existing or has displayed symptoms (changes in my pet's normal healthy state, condition, appearance, bodily functions or behaviour) of if it were to arise within the first 14 days from the policy start date or 5 days in the event of an accident”.

If Mrs C had only visited her vet once with an ear infection, then I can see how she may have overlooked the illness when taking out the policy. However, having read the notes, I think the clinical signs and diagnostic classification were the same in both claims. I think Mrs C should reasonably have known there was a pre-existing condition when taking out the policy, due to the frequency of visits she made to the vet. Therefore, whilst I appreciate Mrs C may think it's unfair, I think BBI have reasonably applied the terms and conditions of the policy in these circumstances and has fairly declined the claim. Therefore, I don't intend to uphold this complaint”.

Responses to my provisional decision

BBI didn't indicate if it accepted my provisional decision, but it did state it didn't have anything further to add.

Mrs C didn't respond to my provisional 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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is that I don't uphold this complaint. I don't require Building Block Insurance PCC Ltd to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 4 December 2023.

Pete Averill
Ombudsman