

The complaint

Ms E has complained that HDI Global Specialty SE unreasonably refused to pay her claim under her pet policy because it unreasonably decided it concerned a pre-existing condition which was consequently excluded.

What happened

Ms E took out her policy for her dog on 6 July 2020, which provided cover for £4,000.00 vet fees with an excess of £75.00. On 8 May 2021, Ms E's dog had collapsed out on a walk and was having breathing difficulties, plus retching, frothing from her mouth and vomiting, so she brought her to the vet. Her vet believed this was BOAS as in Brachycephalic Obstructive Airway Syndrome so referred Ms E to a specialist vet who treated and operated on her dog costing £4,186.06 in vet fees. Ms E then made a claim to HDI.

On looking at her dog's vet history, HDI decided that because her dog collapsed on 4 May 2020, which was before the policy started, this meant her claim was due to a pre-existing condition, which therefore wasn't covered by the policy. So, it declined to pay her claim on 12 August 2021.

Ms E didn't agree and neither did her vet. They felt this episode in May 2020 was nothing like the episode May 2021 and believed the 2020 episode was more likely neurological or possibly hypoglycaemic in origin. So, Mrs E complained. HDI wouldn't change its stance so she brought her complaint to us. The investigator agreed that HDI had acted unfairly and he was of the view HDI should reconsider the claim with a view to paying it. HDI refused to accept his suggestions, so Ms E's complaint has been passed to me to decide.

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.

Having done so, I'm upholding this complaint along the same lines as the investigator suggested. I'll now explain why.

This case hinges on the interpretation of the vet entry for the episode which occurred on 4 May 2020. Sadly, the vet in question is no longer at the vet practice so can't give any view. His or her colleague, Ms E's present vet, has interpreted it one way and HDI's internal vet nurse has decided to interpret it in HDI's favour, saying rather ironically that as Ms E's vet wasn't the consulting vet, she couldn't say what her colleague meant. But I consider neither can HDI's vet nurse on that basis, and furthermore she of course has never worked with this vet or been his colleague, so would have less chance in my view of interpreting the note correctly as well.

Further in such a situation where evidence might be unclear, the fair presumption is to interpret it in the consumer's favour rather than the insurers.

The vet note in question for the episode of 4 May 2020 says the following:

"O describes seizure episode whilst out a walk today and after running around playing a lot with other dogs and not having had breakfast, fell over, lost consciousness, paddling, expressed anal glands (had just defecated and urinated on the walk) lasted '10s, was a little quiet for an hour or so afterwards and now is back to normal. Otherwise well in herself DDUE normal. Adv that ideally would examine dotty, bloods +/- referral etc., but O not keen for this and would rather just monitor for now, discussed causes of seizures, adv that hypoglycaemia can cause seizures but unsure if it would present like this. O to monitor and if any further episodes will visit for FI."

Ms E's recollection of her call with this vet was that it was felt it might be idiopathic epilepsy. Certainly, she wasn't concerned to have investigated it further given the vet's offer to do so and of course, we must remember in May 2020 the pandemic was fairly severe and we were in lockdown too. So, whilst HDI make quite a lot of Ms E's 'refusal' to have dog checked in given this episode, its vet nurse appears to have forgotten the situation faced by both the vet and Ms E, given the pandemic where most vets were only offering treatment for life threatening issues too and certainly there were severe changes to how everyone acted and behaved. This episode didn't seem that serious in any event as Ms E's dog was fine and remained fine for another year.

It is HDI's burden of proof to show this incident was related to the eventual diagnosis of BOAS and I don't think it has discharged its burden of proof coherently or indeed fairly and reasonably. The description of the incident Ms E's dog suffered in May 2021 is very different, as here her dog had trouble breathing, she was retching and throwing up and didn't recover from the incident quickly as she was still ill the next day. Vet examination then concluded she had developed BOAS. Ms E's vet doesn't think the incidents are linked either based on her colleague's vet note and the presenting symptoms a year later.

HDI's vet nurse has expressed herself somewhat aggressively on the matter which I consider weakens her argument considerably. Obviously both times the dog collapsed which shows some similarity but the differences in symptoms do create a significant element of doubt as of course different illnesses can show some similar signs but in May 2020 Ms E's recovered within about 10 seconds, whereas in May 2021 the symptoms suffered were far more severe indicating a breathing issues plus regurgitation which appear very much classic BOAS symptoms from my understanding of BOAS.

Following the investigator's view, HDI provide a further view from its vet adviser. He talks of Ms E's dog steadily worsening over time, but I don't consider she did. She was fine for a year, so I don't agree she was worsening over time in a gradual steady decline with symptoms pertaining to anything to do with BOAS. He again makes much of the fact Ms E didn't have tests done in May 2020, again appearing to fail realise the situation with the pandemic.

Obviously if it was the case that Ms E's dog did steadily worsen over that year, she would have gone back to the vet for these tests, but she didn't. Because the clinical notes don't show this. Her dog had her vaccinations in July 2020, was seen for an itchy rash in September 2020, an upset tummy on 24 October 2020 and wasn't seen again until May 2021 with the BOAS episode. So, there is simply no evidence of any steady decline or worsening over time at all, in my view.

On this basis I fail to see how HDI has discharged its burden of proof that the first incident in May 2020 was at all linked to the episode in May 2021 to cause Ms E's claim to be from a

pre-existing condition and so excluded. So, I consider its refusal to deal with and pay Ms E's claim in line with the remaining policy terms as to the benefit limit and excess to be unreasonable and unfair.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint.

I now require HDI Global Specialty SE to do the following:

- Reassess Ms E's claim under the remaining terms and condition of the policy with a view to paying it.
- Add interest of 8% simple per year from the date Ms E paid her vet to the date of its refund to her.
- If income tax is to be deducted from the interest, appropriate documentation should be provided to Ms E for HMRC purposes.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 12 April 2022.

Rona Doyle
Ombudsman