

## **The complaint**

Miss B has complained that Building Block Insurance PCC Limited (BBI) has rejected her claim for veterinary treatment for her dog.

## **What happened**

The background to Miss B's complaint has been set out in detail by our investigator in his view so I won't repeat it here at length. Briefly stated, Miss B has a dog that I'll refer to as "B" which she has insured with BBI since 10 November 2020.

Before Miss B insured B with BBI, B had received veterinary treatment for conjunctivitis in his eye. In September 2021 Miss B took B to the vets with another eye problem. The vet diagnosed eye ulceration. When Miss B claimed for the cost of treatment for this ulcer from BBI, it rejected her claim on the ground that the eye ulceration was a pre-existing medical condition and as such was excluded by the terms of the policy. It referred to the following policy terms:

*PRE-EXISTING CONDITION: 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.*

### **VETERINARY FEES**

*What is not insured?*

*Any claim for Illness or Accidental Injury that relates to a Pre-existing Condition or that showed signs of existence before Your Policy Start Date.*

### **GENERAL EXCLUSIONS**

*If We are made aware of any Pre-existing Conditions at the time of claim, these conditions will not be covered and We have the right to void the Policy.*

BBI referred to B's previous medical history. It noted that B had been treated for conjunctivitis in June and October 2014 and in May 2020. He'd also been treated for entropion in his lower eyelid in 2018. These conditions weren't declared to BBI when Miss B took out her policy in November 2020.

B's vet treated him for an eye ulcer between September and November 2020, for which Miss B made her claim. BBI rejected this on the ground that the conjunctivitis and entropion that B received treatment for before the policy was taken out were pre-existing conditions, and its policies don't cover any claims where the condition or signs and symptoms were present prior to the inception of the policy. It said that:

*“as B suffered from conditions relating to his eyes prior to [the] policy’s inception, this means that we are unable to provide cover for any conditions relating to his eyes”.*

Following BBI’s rejection of Miss B’s claim, B’s vet wrote to BBI to explain that the conditions B had previously received treatment for were not connected to his current condition. He stated:

*“The previous conjunctivitis is not related to the current presenting eye complaint, as the issue resolved 17 months prior to the onset of the current eye ulceration. According to our patient history no eye issue was reported in intervening time”.*

Miss B argues that BBI’s view is that because the most recent treatment affects the same area of the body as the previous treatment, the policy excludes all conditions in that area, not just pre-existing conditions. She says that had the policy stated that it wouldn’t cover any claims for conditions affecting any part of the body that had received treatment previously even for a completely new and unrelated condition, she wouldn’t have taken out the policy in the first place.

Miss B wasn’t satisfied with BBI’s rejection of her claim and brought her complaint to this service. Our investigator took into account that BBI hadn’t provided any professional opinion of a connection between the ulceration in B’s eyes, and the previous conjunctivitis.

Our investigator’s view was that there was insufficient evidence from BBI to say that the conjunctivitis and ulcer were linked, and B’s vet had specifically stated that they weren’t. In his view, Miss B’s claim should be reconsidered without relying on the exclusion, in line with the remaining policy terms.

In response to our investigator’s view, BBI didn’t provide any further evidence and asked that Miss B’s complaint be referred to an ombudsman. I’ve therefore been asked to provide a final decision from this service.

### **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.

I’m going to uphold Miss B’s complaint and I’ll explain why.

The treatment Miss B claimed for is treatment for B’s eye ulceration. BBI has rejected Miss B’s claim for this on the ground that it’s for a Pre-existing condition and therefore excluded under the terms of Miss B’s policy. I therefore need to consider whether B’s previous medical history includes:

*“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”.*

Having looked at B’s medical history, there’s no reference to any previously diagnosed condition of eye ulceration. I therefore need to consider the evidence for any undiagnosed condition, or for any signs or symptoms of any such condition existing in any form before 10 November 2020.

Not being a veterinary specialist, I am guided by the information provided by those that are. The only evidence provided to me is from B’s vet who has stated that the previous conjunctivitis is not related to the eye ulceration. BBI hasn’t provided any clinical evidence to contradict this.

I also don't consider that BBI is acting reasonably in stating that any condition relating to B's eyes is excluded because of a previous history of an eye condition. Those conditions may be in no way related. If the policy exclusions were to be so widely interpreted, this should be clearly drawn to the attention of a policy holder.

I therefore agree with our investigator's view that BBI hasn't handled Miss B's claim fairly based on the evidence available. I also agree with our investigator's view as to how BBI needs to put this right.

### **My final decision**

For the reasons I've given above, I'm upholding Miss B's complaint.

I require Building Block Insurance PCC Limited to settle Miss B's claim subject to the other terms and conditions of her policy.

If this leads to Miss B's claim being settled, I require Building Block Insurance PCC Limited to pay interest on the sum payable to Miss B at the simple rate of 8% a year from the date Miss B made her claim to the date payment is made to her.

If Building Block Insurance PCC Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Miss B how much it's taken off. It should also give Miss B a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 3 June 2022.

Nigel Bremner  
**Ombudsman**