

The complaint

Mrs K has complained that Building Block Insurance PCC Ltd (BBI) unreasonably and unfairly refused to pay her claim under her pet policy.

What happened

Mrs K has an Elite Extra Perfect Pet policy underwritten by BBI for her dog. It covers vet fees up to £4,000 per year. Sadly, in October 2021 Mrs K's dog became unwell and less active. Mrs K's vet thought it was back pain and referred Mrs K's vet to a specialist vet who identified her dog was suffering an intervertebral disc extrusion which required surgery.

Mrs K then made two claims cover this treatment. BBI on reading the vet history decided Mrs K's claims were excluded because the vet history noted her dog was overweight some time previously and its policy doesn't pay claims, if the pet was overweight. Mrs K's vet and the referral vet disagreed that Mrs K's dog was overweight, but BBI wouldn't change its stance.

So, Mrs K, having had to borrow money from friends and family to pay the vet fees, brought her complaint to us. The investigator thought it should be upheld. BBI disagreed so Mrs K'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. I'll now explain why.

As BBI is aware, whilst cases are decided on their own merits and facts at this service, I have decided a previous case on this clause in this policy, again upholding the complaint against BBI for very similar reasons too.

BBI refused to pay Mrs K's claim on this basis on 5 November 2021:

"To confirm, our policies do not look to cover any conditions where your pet has been deemed overweight and has a condition associated with this. Please may we refer you to your policy wording:

What is not insured?

General Exclusions

12. If in the opinion of a Vet Your pet is overweight and this results in Your pet needing Treatment.

Whilst reviewing your claim, your vets have noted the following in [name of dog] medical history:

- 08/12/20 12:36 All ok at home, no problems, BCS 7/9, ideal weight around 10kgs
- 18/10/21 10:36 Weight updated from 11.780(Kg) to 11

Due to [name of dog] being noted as overweight within the clinical history, we would be unable to provide cover for this claim and no payment will be made on this occasion."

This clause ensures most importantly the overweight aspect **must result** (my emphasis) in the claim. In the vet history whilst there is mention of Mrs K's dog being potentially overweight in 2020, there is singularly no evidence in the vet history that this resulted in this dog's condition which required surgery which is the cause of the claim.

So initially I don't consider BBI's invocation of this clause as a reason to reject the claim was sufficient or at all reasonable and fair. It ought to have made further enquiries at that stage with Mrs K's vet and the subsequent referral vet or indeed produced some vet evidence of its own to link any potential weight issues with the cause of Mrs K's claim. It's extremely unreasonable in my view, to simply run through the vet history looking for any weight entries and then deny any claim regardless of what it is (apparently), on that basis and regardless of how long ago any weight issue might be mentioned. There must be coherent evidence that the weight issue caused the condition, which is now being claimed, on the basis of the wording of this clause, for which BBI is anyway responsible. And this wasn't the case here.

Further this is BBI's burden of proof too, to connect the weight issue to the cause of the claim. It's grossly unreasonable to simply rely on a vet entry concerning weight issues, without then connecting those weight issues to the cause of claim and thereby at least attempting to discharge its burden of proof in invoking the clause in the first place.

Further Mrs K appealed BBI's decision. And both her vet and the referral vet supported her and frankly made sense of the vet history entries plus referenced the weight issues properly to the cause of the claim. Mrs K's vet said the following:

"[Name of dog] was seen by myself most recently on 08 January 2022. I can confirm that at this time she weighed 10.6kg and was in an ideal Body Condition Score. This therefore supersedes the subjective estimate that 10kg is an ideal body condition score for [name of dog] as noted in December 2020. This also confirms that at the time of her degenerative disc disease, weighing 11kg she was not overweight, and at 11.8kg she would not have been significantly overweight.

I would also like to bring your attention to the policy details ... It is my professional opinion that [name of dog] is not overweight.

Intervertebral Disc Disease is a degenerative condition not related to weight, therefore her weight did not 'result' in her requiring the treatment and cannot be declined on the policy wording."

And the referral vet said the following:

"[Name of dog]'s claim was declined due to her being overweight in December 2020. Her approximated "ideal weight" was written as 10kg by her referring veterinarian; however, I saw [name of dog] on 21/10/2021 and can confirm that she weighed 11kg and was not overweight, with an appropriate body condition score.

She was diagnosed with an Intervertebral disc extrusion, for which she required surgery. Intervertebral disc extrusions (IVDEs) occur in dogs of every weight, and

there is no evidence that body condition score is associated with IVDEs in [breed of Mrs K's dog]. IVDE is known to be a degenerative condition of the disc itself, and I fail to see how her weight in December 2020 could have caused an IVDE ten months later.

I believe this claim has been wrongly declined, her weight is not the cause of her condition – in particular, this does not make sense in her case, as she was not overweight at the time it occurred.”

So, these two treating vets have clearly explained that weight issues have no bearing on developing intervertebral disc extrusions. I consider that's very significant. And far more importantly that actually Mrs K's dog was not overweight at the time she developed this condition either, which is clearly referenced in the vet history too. I consider that BBI were erroneously and very unfairly relying on a historical note about potential overweight without then noting that the dog had subsequently reached a weight with an ideal body condition score at the time she developed this condition and required treatment for it.

Despite BBI having received the above, it continued to refuse to change its stance on its decision on Mrs K's claims. I don't find that reasonable or fair either. More so, when the investigator fully explained the issues to BBI in his view. However, BBI merely said it disagreed with the investigator's view, without detailing any coherent reasons at all. This was despite this overwhelming evidence from Mrs K's treating vets. That in turn simply served no other purpose than creating further delay and inconvenience on Mrs K and her unpaid valid claims. It's simply not good enough service to Mrs K to fail to give coherent reasons for refusing to pay her claims in the first place and then to continue to refuse to cover her claims, just simply ignoring the overwhelming evidence, that its initial refusal to pay Mrs K's claims was just wrong. So, I consider BBI should now pay Mrs K's claims with interest, subject to the remaining terms and conditions of the policy.

BBI's refusal to pay Mrs K's claims in accordance with the remaining policy terms and conditions caused her significant upset and inconvenience. More so since she had to borrow from friends and family to pay these vet fees. And more so since BBI refused to consider the significantly persuasive treating vet evidence in Mrs K's favour at every stage along the way, simply causing more delay to the settlement of Mrs K's claim without any coherent reasoning. Therefore, as BBI is now aware, I am increasing the compensation it should pay Mrs K to £200 to take account of this unnecessary increased delay and consequent upset to Mrs K, given her treating vets' evidence.

My final decision

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

I now require Building Block Insurance PCC Ltd to do the following:

- Pay Mrs K's claim subject to the remaining terms and conditions of the policy.
- Add interest of 8% simple per year from the date Mrs K paid her vet to the date it refunds her. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mrs K for HMRC purposes.

- Pay Mrs K £200 compensation for the unnecessary delay, distress, and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 29 June 2022.

Rona Doyle
Ombudsman