

The complaint

Mr D has complained that Building Block Insurance PCC Limited (Building Block) has declined to meet a claim under his pet insurance policy on the ground that the treatment claimed for arose from a pre-existing condition.

What happened

The background to this complaint is known to both parties and has been explained in our investigator's view, so I won't repeat it here at length.

Briefly stated, Mr D's dog, who I'll refer to as "R", collapsed in September 2021 and was subsequently diagnosed by his vet as having dilated cardiomyopathy (DCM). Sadly R died not long afterwards.

Mr D had taken out a pet insurance policy with Building Block on 1 November 2019. When Mr D claimed for R's treatment in September 2021, it declined the claim on the ground that an entry in R's veterinary records for 13 November 2019, just after the policy was taken out, showed that a slight heart murmur had been noted. Building Block therefore maintains that R was treated for a pre-existing condition, and the policy excludes cover for pre-existing conditions which include conditions occurring within 14 days of the policy start date.

R's vet has provided a letter which explains that on 13 November 2019 a few of R's heartbeats had sounded abnormal but all other beats during that same examination were normal. He says there are other things that can masquerade as a heart murmur, such as the sound of the dog breathing over the top of their heartbeat for a few breaths. This anomaly was not repeatedly present later during the examination or on subsequent examinations until the DCM developed in September 2021. He says that had DCM been present in 2019, as it carries a very short life expectancy of an average of three months, a few unusual-sounding heartbeats in 2019 would not be in keeping with the progression of DCM as a disease.

Building Block has not provided any veterinary evidence of its own to support its assessment and relies on the clinical note from November 2019 and mention of a grade 2 heart murmur recorded on 23 August 2021.

It also relies on the following terms of Mr D's policy:

Insurance Product Information Document

What is not insured?

- *Any claim made within, or related to, the waiting period.*
- *Any claim for illness or accidental injury that relates to a pre-existing condition.*

Policy Definitions

WAITING PERIOD: *A period of: 14 days from the Policy Start Date for an illness that occurs or shows clinical signs or symptoms;*

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.

As he was very unhappy with Building Block's rejection of his claim on top of the loss of his pet, Mr D brought his complaint to this service.

Our investigator's view was that Building Block hadn't acted fairly. She didn't think that it had done enough to evidence that there was a sign or symptom, in the waiting period of the policy, of the condition being claimed for. This was DCM, and not a heart murmur. Building Block's decision to decline the claim was based on the clinical entry of 13 November 2019. She also took into consideration the vets confirmation that the condition of DCM didn't start until 2021 and his view that to assume that the few unusual sounding heartbeats in 2019 represented the start of DCM wasn't in keeping with the progression of the condition.

Building Block doesn't agree with our investigator's view and has asked that the matter be referred to an ombudsman for a final decision from this service. It hasn't provided any further evidence or representations.

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 Mr D's complaint and I'll explain why.

I've considered the terms of Mr D's policy. I first have to decide whether R was treated for a condition - defined as an illness or accidental injury – *“that occurred or existed, or showed signs or symptoms of existing in any form”* before 14 November 2019 (the end of the Waiting Period). In September 2021 R was treated for DCM. I therefore have to form a view on whether any signs or symptoms of DCM were present before 14 November 2019.

It's for Building Block to support its claim that this was the case. It hasn't provided any evidence to support any connection between the slight heart murmur in November 2019 and DCM nearly two years later. It relies solely on the clinical entry of 13 November 2019.

R's vet, on the other hand, has provided a professional opinion that a heart murmur is a subjective description of the sound of a heartbeat rather than a disease, and that there are other things that can masquerade as a heart murmur. *He stated “We assess the significance of such observations by seeing if the anomole (sic) is repeatably present later during the*

exam (which it was not) and on subsequent examinations (which it was not, until the DCM developed in 2021)". He concludes as follows:

"To assume that a few unusual-sounding beats in 2019 are represent the start of DCM in 2021 is not in keeping with the progression of DCM as a disease and as such, in my opinion, it is spurious to claim that the DCM was pre-existing when the policy was taken out." (sic)

In the face of a professional opinion from R's vet as to the lack of a connection between "slight heart murmur notes for a few beats in November 2019", and DCM diagnosed in September 2021, and no evidence to the contrary from Building Block, I don't consider that Building Block has done enough to support its contention that R's condition was a pre-existing one.

I therefore agree with our investigator's view that Building Block has not acted fairly towards Mr D, and that it should address his claim.

My final decision

For the reasons I've given above, I'm upholding Mr D's claim.

I require Building Block Insurance PCC Limited to settle Mr D's claim subject to the other terms and conditions of his policy.

I also require Building Block Insurance PCC Limited to pay interest at the simple rate of 8% on any sums that Mr D has already paid for R's treatment from the date such payments were made to the date payment is made to him.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 August 2022.

Nigel Bremner
Ombudsman