

## **The complaint**

Mrs W has complained that Building Block Insurance PCC Ltd (Building Block) unfairly refused a claim she made on her pet insurance policy.

Reference to Building Block includes the agents which administer the policy on its behalf.

## **What happened**

I issued my provisional decision on this case on 17 May 2022. I planned to uphold Mrs W's complaint as the investigator had, but for slightly different reasons and with different redress. So, I wanted to give both parties the chance to respond with anything additional they wanted me to consider before I reached my final decision. I'm now in a position to come to my decision.

I have copied my provisional decision below, which also forms part of this final decision.

*In February 2021 Mrs W took her dog, who I'll refer to as K, to the vets as she had noticed some lameness in his left hind leg. The vet referred K to a specialist as they suspected K had cruciate ligament damage. The specialist carried out investigations including surgery, which concluded there was no cruciate ligament damage, but that K did have a protruding disc. The specialist recommended a course of physiotherapy and hydrotherapy to build K's muscle up in this area.*

*Mrs W submitted a claim to Building Block for the investigations and treatments carried out by both the vet and the specialist. But Building Block turned the claim down. It said K was overweight and Mrs W's policy excluded cover in those circumstances.*

*Both the treating vet and the specialist wrote to Building Block confirming that K's issue had not been caused by his weight. But Building Block remained of the opinion that the claim was not covered. So, Mrs W brought her complaint to this service. Our investigator upheld the complaint, he didn't think it was fair for Building Block to turn down the complaint based on its assumption that K was overweight. So, he asked Building Block to:*

*Pay the claim adding 8% simple interest*

*Pay any future claims relating to this issue, subject to the policy limits*

*Pay Mrs W £100 for the distress and inconvenience it had caused.*  
*Building Block didn't agree and so the matter has been passed to me to decide.*

## **What I've provisionally 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 currently intending to uphold this complaint.*

*Mrs W's policy says it won't cover claims where K's weight "results in" him needing treatment. Building Block said the vet had noted K was overweight. It said that while the cause of a cruciate ligament rupture is "multifactorial", the fact remains that the normal vertical force on a pet's joints is increased if the pet is obese. Also leading to greater ground force tension on the ligaments. It went on to say that veterinary studies had noted weight as one of the causing factors of ligament rupture.*

*In order for Building Block to fairly exclude cover for Mrs W's claim, it would need to show that it was more likely than not that K being overweight resulted in his lameness and need for treatment. I'm not persuaded it has done this; I'll explain.*

*Before I do, I'd like to point out that both the vet and the specialist's notes confirm that although they initially suspected cruciate ligament damage, none was detected, and the cause of K's lameness wasn't determined. However, a protruding disc was diagnosed. So, I find it strange that Building Block has declined the claim based on the ligament damage being related to K's weight, when Mrs W's claim is not for ligament damage.*

*I've seen that the vet did refer to K being slightly overweight back in 2019, but I haven't seen anything that explicitly links K's weight to his lameness. Furthermore, the specialist that treated K said the protruding disc could be causing the lameness. The lameness and subsequent exercise intolerance, has likely contributed to K's reluctance to walk, exercise and therefore maintain a healthy weight. They went on to say they didn't feel it was a valid decision not to pay out for this condition.*

*Building Block has not provided any additional evidence – beyond its comments – that K's weight caused a ligament issue. And the expert evidence I have seen, from the vet and specialists that treated K, have found there was no ligament damage. And they haven't concluded that his weight resulted in his need for treatment. So, I can't say Building Block has shown that it was more likely than not that K's weight caused his lameness. It follows I don't agree that Building Block has turned Mrs W's claim down fairly and so I think it should reassess it without applying the exclusion for K's weight.*

*In the interest of completeness, I'm satisfied that it would be fair to treat the investigations and subsequent treatment as one condition for the purposes of the policy.*

*If Mrs W's claim is successful under the remaining terms of the policy Building Block should pay her 8% simple interest from the date of her making the payments to the vet until the date it issues payment to her.*

*Building Block has not listened to Mrs W when she has been trying to deal with this claim, as shown by its insistence that K had cruciate ligament damage when all the notes clearly say he doesn't. I can understand that Mrs W will have found this frustrating and accept that she felt Building Block was simply looking for a way not to pay her claim. Because of this I think Building block caused unnecessary distress here and it should pay Mrs W £150 in recognition of this.*

*Mrs W's policy with Building Block has come to an end now, but if there are any other claims for this issue that fell within the policy year, she should submit them to Building Block now so it can consider them as a continuation of this claim.*

### ***My provisional decision***

*For the reasons set out above, I'm provisionally upholding this complaint and intend to instruct Building Block Insurance PCC LTD to:*

*Reassess Mrs W's claim for K's lameness, applying the remaining terms, limits and excesses of the policy without applying the exclusion of him being overweight. Adding 8% simple interest, if the claim is successful, from the date Mrs W paid the vet until the date it issues payment to her*

*Accept and assess any continuation claim that fall within the policy year (before the expiration date)*

*Pay Mrs W £150 for the distress it has caused*

*†Her Majesty's Revenue & Customs may require that Building Block deduct tax from any interest paid to Mrs W. If it does and Mrs W requests it, Building Block must provide her with a certificate showing how much tax it has taken off, so she may reclaim it if appropriate.*

I invited both parties to respond. Mrs W responded accepting the provisional decision and Building Block responding saying it had no further comments to make.

### **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.

As Neither party has put forward any further comments for me to consider. I have reached the same conclusion as I did in my provisional decision, and for the same reasons.

### **Putting things right**

Mrs W has accepted the redress I proposed in my provisional decision, as laid out above, and as Building block has not offered any counter argument to it, I see no reason to depart from that.

### **My final decision**

My final decision is that I uphold this complaint against Building Block Insurance PCC Ltd and require it to now:

- Reassess Mrs W's claim for K's lameness, applying the remaining terms, limits and excesses of the policy without applying the exclusion of him being overweight. Adding 8% simple interest, if the claim is successful, from the date Mrs W paid the vet until the date it issues payment to her
- Accept and assess any continuation claim that fall within the policy year (before the expiration date)
- Pay Mrs W £150 for the distress it has caused

†Her Majesty's Revenue & Customs may require that Building Block deduct tax from any interest paid to Mrs W. If it does and Mrs W requests it, Building Block must provide her with a certificate showing how much tax it has taken off, so she may reclaim it if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 27 June 2022.

Amber Mortimer  
**Ombudsman**