

## The complaint

Miss C has complained that HDI Global Specialty SE (HDI) has rejected a claim for veterinary treatment for her dog on the ground that the condition claimed for was identified within 14 days of her taking out the policy and therefore excluded.

## What happened

Miss C took out a policy with HDI to cover her pet dog, who I'll refer to as "B", on 1 July 2022. On 18 August 2022, B attended his vet because of a lump on his chest which the vet thought might be a mast cell tumour. This was removed on 30 August. Miss C submitted a claim to HDI for the cost of B's veterinary treatment.

HDI asked Miss C when she first noticed the lump and she responded that it was in the week starting 11 July 2022. When asked to provide a specific date, Miss C said she first noticed it on 13 July. As this was within 14 days from the start of her policy, HDI declined her claim on the ground that it was excluded by the policy as it was a Pre-existing Condition, defined as:

*"Any illness or injury or complication directly resulting from another injury or illness, whether diagnosed or undiagnosed that has been identified or investigated by a vet or is otherwise known to you prior to the start of the insurance or within the first 14 days of the policy for illness or 24 hours in the case of injury."*

Miss C then said that when she gave the date of 13 July this was an incorrect assumption on her part. She says that B saw the vet on 16 July for a booster vaccination. There's no record of the vet having noticed a lump then. She also says that on 16 July B was clipped and groomed and has provided confirmation from the groomer that no lump was noticed on that date. However the groomer did notice a lump at B's next grooming session on 17 August and on 18 August B was taken to the vet who recorded "Lump on chest wall getting bigger".

As she wasn't happy with HDI's rejection of her claim she brought her complaint to this service. Our investigator's view was that he didn't feel that HDI had treated Miss C fairly as further evidence had been provided by Miss C which showed that the lump wasn't identified by the vet or noticed by the groomer prior to the policy being taken out or within 14 days of doing so. He therefore believed that HDI should settle Miss C's claim.

In response to our investigator's view, HDI referred to email correspondence from Miss C in October 2022 in which Miss C says that:

*"[B] had his vaccinations with the vet on 16th and I queried it as I thought it was a hernia and was told it was not a hernia and it could be removed and tested as it couldn't be confirmed as not being cancerous."*

HDI says that this shows that the vet was aware of the lump on 16 July but failed to record this in their notes. It also refers to emails from Miss C in which she confirms that B was shaved in the week beginning 11 July and assumed this must have been on 13 July – a Wednesday. Miss C has said that B is normally groomed on a Wednesday.

As HDI doesn't agree with our investigator's view, Miss C's complaint has been referred to me as an ombudsman for 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.

Having done so, I'm upholding Miss C's complaint and I'll explain why.

I've looked at the terms of Miss C's policy from which I consider that it's clear that if Miss C was aware at any point before 14 June 2022 that B had a lump, that would fall within the definition of a Pre-Existing Condition, treatment for which would be excluded from cover.

I therefore have to come to a view as to whether that is more likely than not to be the case.

I've seen the text message from B's groomer confirming that in the week beginning 11 July 2022, B was groomed on Saturday 16 July. She says she doesn't think she noticed a lump on that occasion.

I can understand that Miss C, when trying to recall events some months later, might've initially said that the lump was first noticed on 13 July as that was a Wednesday which is the day when she usually arranges for B to be groomed, but she has clarified that on this particular week she was away from home for work and her partner had arranged for the groomer to come on Saturday 16 July.

I've also looked at the vet's notes. These show that on 16 July 2022 B also went to the vet for a booster vaccination. There's no record of a lump being seen. The vet's notes also show that on 18 August, they noted "*Lump on chest wall getting bigger*". This suggests that a lump had previously been seen. There's no record as to when. It might have been on 16 July, when Miss C says she discussed it with the vet who then failed to record it. Or it might have been on a previously unrecorded visit. I consider it more likely that the vet omitted to record it on 16 July rather than omitted to record an entire visit.

The evidence I've seen therefore points to the lump having first been discussed with the vet on 16 July, but this wasn't recorded by the vet. This date takes the claim out of the 14-day Pre-existing Condition exclusion.

I've seen no evidence as to when Miss C first noticed the lump, and I'm not able to speculate. In the absence of any evidence that Miss C was aware of the lump before 14 July 2022, I'm not able to say that it's more likely than not that she was. That being the case, I don't consider that HDI can fairly apply the exclusion it relies upon to reject her claim.

### **My final decision**

For the reasons I've given above, I'm upholding Miss C's complaint. I require HDI Global Specialty SE to settle Miss C's claim, subject to the other terms and conditions of her policy.

I also require HDI Global Specialty SE to pay Miss C interest on any sum paid to her at the simple rate of 8% from the date of her claim until payment is made to her.

If HDI Global Specialty SE considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss C how much it's taken off. It should also give

Miss C a tax deduction certificate 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 C to accept or reject my decision before 5 July 2023.

Nigel Bremner  
**Ombudsman**