

The complaint

Mr and Mrs G's complaint is about a claim they made on their Stonebridge International Insurance Ltd ('Stonebridge') pet insurance policy, which was declined.

Mr and Mrs G say Stonebridge treated them unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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 agree with the conclusions reached by the investigator for broadly the same reasons. My findings are set out as follows:

- Mr and Mrs G's claim was declined because Stonebridge thought it was in relation to a pre-existing condition, as defined by the policy. They say this was because it was in relation to the removal of a lump on the pet that was in place before the policy started.
- The policy defines pre-existing condition as:
 - "Any injury or illness that:*
 - a. Happened or first showed clinical signs.*
 - b. Has been identified or investigated by a vet.*
 - c. Has the same diagnosis or clinical signs as an injury, illness, or clinical sign your pet had,*
 - d. Is caused by, relates to, or results from an injury, illness, or clinical sign your pet had, or is otherwise known to you before the start date of your pet's first period of insurance (inception) or before the date the cover level on your policy was increased. No matter where the injury, illness or clinical signs are noticed or happen in, or on, your pet's body."*
- Whilst I accept that the clinical notes record the lump was in place before the policy started to run, the claim itself was not in relation to the treatment of that lump as an illness. Rather the removal resulted from something entirely different; namely an injury to the skin around it.
- Mr and Mrs G's vet's evidence is that the pet had presented with a wound that had developed suddenly on the skin around the lump and despite a comprehensive treatment plan being given to treat the skin (not the lump) the wound did not show signs of healing over subsequent months. After this time the vet said that it was evident the wound was not going to heal of its own accord so the only course of action open to them was to remove the mass beneath the wound. So, the treatment given was not for the lump that was previously in place, but rather for the wound. As a result, I have taken that to mean that the removal of the lump was ancillary to that and formed part of the treatment plan for the wound. As such I take the view that it was unreasonable for Stonebridge to conclude the removal of the lump was a pre-

existing condition, as defined by the policy.

- Had the lump been removed because it was presenting a problem on its own of some kind, I might have been more inclined to agree with Stonebridge. But in this case the issue was the skin around the lump that was not healing and not the lump itself. Because of that I'm not satisfied that there was a connection such that this entitled Stonebridge to decline the claim in the way that they did.
- Stonebridge have made various assertions about the existence of the lump in the clinical notes and how this might have been described, but this makes no difference to the outcome of my decision for the reasons I've set out above.
- Stonebridge has also expressed concerns about the lump being in some way connected to a lump with cancerous tissue that was previously removed and the fact that Mr and Mrs G are seeking to ensure this claim is covered as there might well be additional treatment or monitoring required following the removal of the lump that is the subject of this claim. Stonebridge were informed by the investigator that Mr and Mrs G's pet was sadly euthanized so the issue they've raised is entirely moot and, in any event, has no bearing on the outcome of the claim for the reasons I've made clear above.
- Finally, some suggestion has been made by Stonebridge about the wound at the site of the mass not healing being because of the lump itself. No veterinary evidence has been provided by either party to support this. As such I'm not persuaded by this argument at all.

Putting things right

For the reasons set out above I uphold Mr and Mrs G's complaint and direct Stonebridge to:

- Pay Mr and Mrs G's claim subject to the remaining policy terms.
- Pay them interest at 8% per year simple four weeks from the time the claim was made until it is paid.
- Pay Mr and Mrs G £100 for the stress and inconvenience caused as a result of the declination of their claim, which they have described in some detail when they brought their complaint.

Mr and Mrs G should note that Stonebridge will be entitled to maintain the deduction of the applicable excess to their claim, but they are only entitled to do this once.

My final decision

I uphold Mr and Mrs G's complaint against Stonebridge International Insurance Ltd and direct them to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 25 April 2025.

Lale Hussein-Venn
Ombudsman