

The complaint

Mr P complained that a claim for his dog, M, made under his pet insurance policy was not upheld by Casualty & General Insurance Company (Europe) Ltd. Mr P has also complained about the service he received.

What happened

The policy commenced on 17 January 2021. M was taken to the vet on 22 May 2021 with shoulder pain. He was reluctant to run when on walks. M was given anti-inflammatory pain relief but returned to the vet at the beginning of July 2021. Mr P enquired about physiotherapy and an X-ray and CT scan were recommended to confirm the diagnosis of forelimb lameness.

CGI said it wouldn't cover the treatment as M showed clinical signs of the condition prior to the policy beginning - M saw a vet in July 2020 with neck and back pain. Mr P provided information from various vets and specialists to show the condition M is now being treated for is not related to the issues in 2020.

Our investigator recommended that the complaint be upheld. She didn't think the evidence showed that M had a pre-existing condition. She also recommended that CGI pay £125 in compensation for poor service.

CGI agreed with the recommendation to settle the claim and pay £125 in compensation. It made a payment to Mr P but didn't explain how the payment was reached. It hasn't responded in detail to our further questions so the case has been passed to me to issue a final 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.

It's not in dispute that the policy doesn't provide cover for conditions which were in existence before the policy start date. Although this now seems to be accepted, for completeness I agree that the evidence we've seen doesn't demonstrate that M's condition commenced before the policy started. Although M was seen by the vet on 22 May 2021 the evidence doesn't demonstrate that this was a related condition. As the disputed claim has been made for a new condition - lame right fore - CGI should now meet the claim, subject to the remaining policy terms and limits. It follows too that I find it would be unfair to add a retrospective exclusion for '*all claims with respect to the spine and back*' from the policy commencement.

I recognise a payment has been made to Mr P but it's not clear what it was for or how calculated. For clarity CGI should provide a breakdown of the claim payment.

Mr P is entitled to interest on the amounts he has already paid – he will need to provide receipts if required by CGI in order to calculate interest due to him.

I agree that compensation was due for the service Mr P received. Anxious about M, Mr P had to chase CGI for information. On one call the staff member was less than courteous. I note that Mr P has itemised the time spent on this claim, but I'm satisfied a payment in the sum of £125 is a fair amount for the distress and inconvenience suffered.

My final decision

My final decision is that I uphold this complaint. I require Casualty & General Insurance Company (Europe) Ltd to:

- Pay the claim made relating to M's lame right fore, subject to any policy limits
- For all amounts paid by Mr P in relation to this claim, interest* to be added at 8% simple per annum from the date payment was made until settlement
- Provide Mr P with a breakdown of how the payment has been calculated
- Pay Mr P £125 in compensation, if not already paid

**If Casualty & General Insurance Company (Europe) Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr P how much it's taken off. It should also give Mr P a tax deduction certificate if he asks/ask 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 P to accept or reject my decision before 27 July 2022.

Lindsey Woloski
Ombudsman