

The complaint

Mr F complains that Casualty and General Insurance Company (Europe) Ltd (“CGIC”) unfairly declined a claim under his pet insurance policy.

What happened

The background to this complaint is quite straightforward and known to both parties, so I’ve only summarised events.

- Mr F took out a policy online with CGIC in July 2019 to insure his dog.
- In December 2021 he made a claim following his dog’s treatment for “Lethargy Acute vomiting and Diarrhea”.
- CGIC declined the claim and stated its policies do not cover any claims where the condition or signs and symptoms were present prior to inception of the policy. And it set out the policy wording relating to a pre-existing condition.
- It said Mr F didn’t disclose any pre-existing condition for the Digestive System although it was discussed with his vet in 2011. And had he done so it would’ve applied an endorsement to exclude all claims with respect to the Digestive System from inception of the policy.
- Mr F was unhappy and brought his complaint to this service.
- Our investigator upheld the complaint. She didn’t think CGIC had acted fairly in adding the exclusion as it couldn’t fairly conclude the condition claimed for was pre-existing. And CGIC hadn’t shown there had been a misrepresentation by Mr F.
- CGIC disagreed. It said from reading the clinical notes the dog had ongoing stomach/digestive issues, and had it been told about this it would’ve placed an exclusion on the policy for digestive, vomiting and diarrhea. And asked that an ombudsman decide the case.

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 our investigator’s view, and broadly for the same reasons, so I’m upholding this complaint. I’ll explain why.

The issues at the heart of this complaint are did Mr F’s dog have a pre-existing condition and did Mr F make a misrepresentation to CGIC.

CGIC has highlighted an episode of sickness in August 2017 in addition to the consultation for vomiting and lethargy in 2011. It says the dog had ongoing stomach/digestive issues. And it has shown evidence that an exclusion for the digestive system would be applied for pre-existing vomiting. I’ve considered what CGIC has said, and the clinical notes from 2017

which detail diarrhoea and lethargy but there's nothing stating the dog had experienced vomiting in 2017.

I'm not persuaded these 2 episodes can fairly be described as ongoing issues. There is no evidence of a link between the 2 episodes, which took place 6 years apart, and there are different symptoms in the clinical notes. More important however is evidence that Mr F's vet has said in her professional opinion the acute onset of the issues claimed for in 2021 are not related to any previous incident.

CGIC haven't provided any expert evidence to dispute the evidence provided by Mr F's vet. So on balance I'm satisfied the minor, isolated incidents with no reoccurrence of the symptoms experienced are not pre-existing conditions. And I'm not persuaded the exclusion has been fairly applied.

When Mr F renewed the policy in 2021 he wasn't asked if his dog had any pre-existing conditions. He was asked if he wanted to cover any pre-existing medical conditions for his dog and Mr F answered no.

I've thought about what Mr F knew about his dog's medical history. And, for the reasons I've outlined above, I find it was reasonable for Mr F to think his dog didn't have any pre-existing conditions, and importantly he wasn't asked if it did. As Mr F wasn't asked if his dog had any pre-existing conditions I'm satisfied he hasn't made a misrepresentation to CGIC.

On balance, I'm satisfied Mr F didn't make a misrepresentation and, in the circumstances of this case, I find it unreasonable for CGIC to apply an exclusion and decline the claim.

Putting things right

CGIC should reconsider the claim in line with the remaining terms and conditions of the policy, including any excess that might apply.

It should also pay Mr F 8% simple interest on any settlement made for the period from 5 January 2022, when the claim was declined, to the date any settlement figure is paid.

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

My final decision

I uphold this complaint and require Casualty and General Insurance Company (Europe) Ltd to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 5 October 2022.

Martyn Tomkins
Ombudsman