

The complaint

Mrs W complains that Casualty & General Insurance Company (Europe) Ltd declined a claim for her dog's treatment in October 2021, on the basis that it was a condition which the dog had first had symptoms of during the policy waiting period in April 2021.

What happened

Mrs W had cover for her dog with C&G. Her policy started on 28 March 2021 and had a waiting period of 14 days. So any conditions which had shown signs or symptoms before 11 April 2021 weren't covered by the policy.

On 9 April 2021 the dog was seen by Mrs W's vet for a possible urinary tract infection (UTI). The veterinary records show that by 19 April 2021 she'd recovered and there's no further reference to any urinary tract symptoms.

Sadly the dog became ill in October 2021 and died on 15 October 2021. Mrs W was initially told the dog had developed leptospirosis. But subsequent analysis of samples didn't confirm this. Mrs W was told her dog either had leptospirosis or her illness could have been caused by eating something poisonous, but it wasn't a reoccurrence of the UTI she'd had in April 2021.

Mrs W submitted a claim for the cost of her dog's treatment to C&G. This was declined on the basis that the treatment was linked to the UTI her dog had in April 2021, during the policy waiting period. Mrs W didn't accept this and raised a complaint.

She provided a letter from her vet, dated 14 January 2022, confirming that the UTI her dog had suffered from in April 2021 wasn't related to the treatment in October 2021. And that there was nothing in her clinical records to link the two conditions.

C&G didn't uphold Mrs W's complaint as they maintained that her dog's illness and treatment in October was linked to the UTI she'd had in April 2021. And so wasn't covered by her policy.

Mrs W wasn't happy with C&G's response and complained to our service. Our investigator considered the case and upheld Mrs W's complaint. She said there was no evidence to link the condition Mrs W had claimed for to the UTI or cystitis her dog had suffered from in April 2021.

She said Mrs W's vet had said the two conditions weren't linked. And C&G hadn't provided any veterinary evidence that they were linked. So she said C&G should consider the claim based on the remaining policy conditions and pay Mrs W £100 compensation for the distress and inconvenience she's experienced.

Mrs W accepted our investigator's opinion, but C&G didn't. The case has now come to me for a decision.

Having reviewed the case I asked our investigator to ask Mrs W for confirmation of the

amount she'd paid to her vets for her dog's treatment. And said that I intended to award simple interest at 8% on any payments made by Mrs W.

I also asked her to let the parties know that as C&G appeared to have based their decision to decline the claim on the dog having a chronic UTI, when there's no evidence of this. And they appeared to have ignored the evidence from Mrs W's vet that the October 2021 illness wasn't linked to the minor UTI the dog suffered in April 2021. I intended to award £250 for the distress and inconvenience Mrs W had suffered as a result of their handling of her claim.

Mrs W has provided a copy of her vet's invoice for £1067.11. She also said she's happy with the interest award and compensation for distress and inconvenience I've proposed.

C&G haven't commented on the award of interest or compensation for distress and inconvenience they were told I intended to make.

But they have said that they asked Mrs W's vet if he was able to provide a definitive diagnosis about the cause of the dog's death and didn't receive a reply. That the treating vet had said it was 'highly unlikely' that the dog's death was related to the symptoms she had in April 2021. And as he didn't categorically state the conditions weren't related, they think it's reasonable to argue that they were.

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.

Mrs W's policy states that there's no cover for any claim made during the 'Waiting Period'. This is defined as 'a period of 14 days from the Policy Start Date for an illness that occurs or shows Clinical Signs or Symptoms'.

Mrs W's dog had a UTI in April 2021. She seems to have recovered from this quickly and there's no further of record of any such symptoms in her clinical records.

Unfortunately, the dog became unwell in October 2021. She was first seen by a vet on 13 October 2021, but her condition deteriorated very quickly, and she died on 15 October 2021.

There's nothing in the dog's clinical records for October 2021 referring to urinary tract symptoms. Mrs W's vet thought the dog had contracted leptospirosis, but analysis of post-mortem samples didn't positively confirm this, as it was thought the traces of the bacteria found could be related to her vaccinations.

So Mrs W not only had to cope with losing her young dog, she also had no clear explanation of why this had happened.

It's not entirely clear to me how C&G arrived at their view that the dog's death was linked to a UTI in April 2021, from which the dog recovered in a matter of days. The dog was seen by the vet between April and October 2021 for routine worm and flea treatments. There was no mention of any ongoing symptoms. And Mrs W's vet has said there's no link between the infection in April 2021 and the dog's illness in October 2021.

I've considered what C&G have said about what Mrs W's vet has said. I think the vet is quite clear in saying that there was no link. In his letter of 14 January 2022 he says,

'There is no evidence to suggest that the cystitis noted on the dog's clinical history in April 2021 is in any way related to treatment in October 2021. On review of the clinical history

there were no further problems reported between April and October 2021 which would link these 2 conditions. It is therefore my professional opinion that the 2 conditions are not related on any level.'

C&G haven't provided any veterinary evidence to show that the two conditions were linked. In reviewing the dog's clinical records they refer to an entry on 12 April 2021 saying that her condition hadn't improved. But ignore the entry dated 19 April 2021 which says that she was much better, and no problem was reported.

Based on their selective reading of the dog's records C&G appear to have concluded that she had a chronic UTI. Although there's no evidence of this in the records. They've then said that chronic UTIs in dogs are almost always caused by an underlying medical condition. And also that owners often overlook early symptoms of liver inflammation, and there's a strong link between pancreatitis and the high liver profile with a UTI.

C&G's comments and assessment of Mrs W's claim seem to be based on the incorrect assumption that her dog suffered from chronic UTIs, when there's nothing to support this opinion. And based on this assumption they appear to have searched to see how UTIs can be linked to the high liver markers that were found when the dog became ill in October 2021, to enable them to decline her claim.

It's very sad for Mrs W that as well as losing her young pet, she doesn't know why this happened. And I'm not persuaded by C&G's argument that as her vet can't provide a definitive cause of death, it's reasonable to say it was linked to the minor UTI she had six months before. Especially when her vet is clear that the conditions weren't linked.

The Insurance Conduct of Business Sourcebook (ICOBS) sets out the rules that businesses should follow when assessing claims. It says that claims should be handled '*promptly and fairly*'. I don't think that C&G handled Mrs W's claim either promptly or fairly. As they declined her claim based on an incorrect reading of her dog's clinical records and ignored clear evidence provided by her vet.

Mrs W has told us she's paid her vet's bill so think C&G should pay this subject to any applicable policy limit and excess, together with interest at 8% simple.

Mrs W has told us about the impact of the loss of her young dog had on her and that this was exacerbated by the way in which C&G dealt with her claim. And I think she should be compensated for this.

My final decision

For the reasons set out above my final decision is that I uphold Mrs W's complaint about Casualty & General Insurance Company (Europe) Limited.

And to put things right I require them to pay Mrs W's claim for her dog's treatment in October 2021, the sum of £1067.11, subject to any policy limit and applicable excess. Together with simple interest at 8% from the date of payment until settlement.

And I require them to pay her £250 compensation for the distress and inconvenience their handling of her claim has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 9 February 2023.

Patricia O'Leary
Ombudsman