

## **The complaint**

Mrs M complains that Casualty & General Insurance Company (Europe) Ltd unfairly declined a claim she made on her pet insurance policy.

## **What happened**

In December 2021, Mrs M's dog was diagnosed with Cushing's disease. She made several claims on the policy for the cost of tests and treatments. Casualty & General declined the claims as it said symptoms of the disease would have been noticed by Mrs M prior to taking the policy out on 6 April 2021. Casualty and General also included an endorsement on the policy to exclude cover for Cushing's disease.

Mrs M has complained about Casualty & General's decision to decline her claims. She says that she took her dog for a routine check and had no idea at that time, that she was suffering from Cushing's disease.

One of our investigators looked into Mrs M's complaint and recommended that the complaint be upheld. She said that Casualty & General had unfairly declined the claim as Mrs M wasn't aware that there was anything wrong with her dog prior to taking out the policy. Because Casualty & General disagreed, the complaint has been passed to me for 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.

Where the evidence is inconclusive, incomplete, or contradictory, I've reached my decision on the basis of what I think is more likely to have happened, taking account of all the evidence and the circumstances of the complaint.

Section 1 of the policy terms and conditions, under the heading, "*What is insured?*" says:

*"This section of Your Policy covers Treatment carried out by a Vet for treating an Illness or Accidental Injury suffered by Your pet whilst insured with us".*

However, Mrs M's pet insurance policy does not cover pre-existing conditions, or an illness that showed clinical signs or symptoms before the policy start date or the waiting period. Under the heading, "*What is not covered*", it says:

*"any claim for Illness or Accidental Injury that relates to a Pre-existing Condition"; or  
"any claim for Illness or Accidental Injury that showed Clinical Signs or Symptoms before your Policy Start Date or within the Waiting Period;"*

Section 11 which includes the General Exclusions says Casualty and General won't pay claims for the following reason:

*"If We are made aware of any Pre-existing Conditions at the time of the claim, these Pre-Existing Conditions will not be covered and we reserve the right [to] add a relevant endorsement(s) to Your Policy in respect of these Pre-Existing Conditions".*

The following definitions are also relevant to this complaint:

Clinical signs: *"any observable changes in Your pet's normal healthy state; condition; appearance; bodily functions and observed by You or Your Vet either visually; diagnostically; or otherwise."*

Illness: *"any disease, sickness, infection or any change to Your pet's normal healthy state, which is not caused by an Accidental Injury."*

Pre-existing condition: *"any diagnosed or undiagnosed Condition and/or Associated Condition which has happened or has shown Clinical Signs or Symptoms of existing in any form before the Policy Start Date or within the Waiting Period."*

Symptom(s): *"any change in Your pet's normal healthy state, conduct or appearance."*

Waiting Period: *"a period of 14 days from the Policy Start Date for an Illness that occurs or shows Clinical Signs; or Symptoms.... or 14 days from the Policy Start Date..."*

As the policy started on 6 April 2021, to fall within cover the symptoms or changes in health would have to be first known to Mrs M on or after 20 April 2021 (i.e. 14 days after the policy started).

This is where Casualty and General and Mrs M disagree. Mrs M says she wasn't aware of her dog's symptoms prior to the check-up with her local vet on 28 April 2022. However, Casualty and General say that given the nature of the clinical signs and symptoms relevant to this claim, Mrs M must have noticed them either prior to the start date of the policy or at the latest, during the waiting period.

Where an insurer seeks to decline a claim based on a policy exclusion, it needs to demonstrate that the exclusion applies. So, I've next considered the vet's records to see whether or not Casualty and General have fairly applied the exclusions detailed above.

Casualty and General declined Mrs M's claims on the basis that there would be no cover under the policy for any condition that was pre-existing or had shown clinical signs of existence in any form prior to the policy inception. Casualty and General have said that as Mrs M's dog was obese, showed symptoms of panting and had a blackhead removed, at a consultation with their vet eight days after the waiting period had expired, she must have noticed the symptoms during the waiting period or prior to taking the policy out.

In addition, in response to our investigator's view upholding Mrs M's complaint, Casualty and General observed that Mrs M's dog was prescribed obesity management food during the April 2021 consultation, and had a body condition score of 8/9, meaning she was obese. Casualty and General expressed the view that this was likely due to her dog being excessively hungry which is another symptom of Cushing's disease.

Mrs M, on the other hand, has provided a letter from the vet who said there was no mention of clinical illness at the April 2021 appointment. When he saw Mrs M's dog the following November (more than six months into the policy term) an obsession with food was mentioned, but that wasn't mentioned when she was seen in the previous April. And she wasn't weighed during the April appointment either.

Mrs M's dog was diagnosed with Cushing's disease in December 2021. However, during the April 2021 appointment, although a few observations were made about a black head being removed, the weight of the dog and the evidence of noticeable panting, at that stage no testing was undertaken to investigate a possible illness. So, I think it unlikely that Mrs M's dog had a pre-existing condition at this time.

I've next gone on to consider whether the exclusion for clinical signs and symptoms being present, has been fairly applied. In other words, I've considered whether or not the evidence shows that there were observable changes in Mrs M's dog's normal healthy state, condition, appearance, or bodily functions, observed by Mrs M or the vet.

In doing so, I've had regard to both the medical records for Mrs M's dog and information from a pet charity's website which sets out the symptoms of Cushing's disease.

While I accept that blackheads and panting are symptoms of Cushing's disease, I'm not persuaded they are two of the most notable symptoms. I also don't think that the presence of a blackhead on a dog's skin, or increased panting by a dog, would normally indicate to an owner that their pet had Cushing's disease.

However, what is less clear is whether Mrs M's dog's weight gain could be considered an observable change in her dog's normal healthy state or condition. I think the evidence on this point is finely balanced.

There is nothing in the medical records to suggest the vet had observed clinical signs or symptoms in Mrs M's dog's state of health. And Mrs M told us that she also had no idea that her dog was unwell.

But Casualty and General say that the dog's significant weight gain (almost a third of her body weight) would meet the definition of a clinical sign or symptom. And that is the key point I've considered in making my decision on this complaint.

The medical records for Mrs M's dog show that from February 2017 to August 2019 her weight moved between 11 kgs and 13.5 kgs, settling at 12.45 kgs the last time she was weighed in August 2019.

Mrs M's dog's weight wasn't recorded again until November 2021 – more than two years later. However, in the medical notes for the 28 April 2021 appointment, it was recorded that she was overweight and had a body condition score of 8/9 – which was the same score she had at the November 2021 appointment, when her weight was recorded as 19.2 kgs. The November 2021 appointment additionally recorded that Mrs M's dog was hungry all the time and crazy for food, which suggests that some additional weight may have been gained between April and November 2021.

So, over a 20 month period, Mrs M's dog likely gained around six kgs, around one-third of her weight. Either, the weight was gradually put on, for example at around 300g per month, or it was suddenly gained. On balance, as Mrs M had regularly taken her dog to the vet prior to the April 2021 appointment, I would have thought that if she'd noticed sudden weight gain, she would have likely taken her dog to be checked by the vet.

In any event, taking all of the evidence into account, I think Mrs M more likely than not, hadn't observed any clinical signs or symptoms in her dog when she took out the policy or during the waiting period. I've come to this conclusion taking the following factors into account: Mrs M's dog was a medium sized dog (in which case the weight gain may have been harder to observe, than say, for a small dog); there was an absence of any indication in the vet's notes, prior to the November 2021 appointment, of a suggestion that Mrs M's dog

might be suffering from an illness; and Mrs M took her dog for a regular check-up in April 2021, not to have any symptoms investigated.

While there were some symptoms of Cushing's disease apparent in her dog's health at that time, including the blackhead, panting and increased weight, I'm not persuaded that Mrs M saw any reason to believe there was a problem with her dog's health at that time. So, I don't think Casualty and General fairly declined Mrs M's claims. I therefore uphold this complaint.

### **Putting things right**

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

- Pay Mrs M's claims subject to the remaining terms and conditions of the policy;
- Where Mrs M has already discharged her vet fees, it should add interest of 8% simple\* per year from the date Mrs M paid the fee to the date it refunds her;

(\*If Casualty & General Insurance Company (Europe) Ltd considers that it's required by HM Revenue & Customs to take off income tax from that interest it should tell Mrs M how much it's taken off. It should also give Mrs M a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate); and

- Remove the exclusion regarding Cushing's disease that was imposed on Mrs M's policy for the 2021/2022 policy year.

### **My final decision**

For the reasons I've set out above, I uphold this complaint and require Casualty & General Insurance Company (Europe) Ltd to put things right for Mrs M as detailed in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 29 December 2022.

Carolyn Harwood  
**Ombudsman**