

The complaint

Ms L complains that Casualty & General Insurance Company (Europe) Ltd declined a claim for the cost of her dog's treatment for forelimb lameness, on the basis that it was a pre-existing condition. And she's unhappy about the exclusion added to her policy in respect of treatment for degenerative joint disease and associated conditions.

What happened

Ms L has insurance cover for her dog with C&G. Her cover started on 18 October 2021. In March 2022 Ms L noticed that her dog was limping. Ms L was away from home at the time and visited a local vet. Her dog was seen by her usual vet on 14 March 2022 and Ms L gave a history of the dog being lame for about three weeks.

X-rays were taken under sedation of the dog's front limbs, elbows and shoulders. No obvious bony abnormalities were noted, and the joint surfaces were said to be clean and smooth. Ms L was told that the diagnosis was unclear. It might be a soft tissue injury, but her vet suggested having the x-rays reviewed at the veterinary school for a second opinion. And she was told a CT scan might be required, as there was a suspicion of elbow disease.

Ms L submitted a claim for the cost of her dog's treatment which was declined by C&G as they said the dog had pre-existing problems with lameness in his front limbs, and pre-existing conditions weren't covered by her policy. And they added an exclusion to her policy effective from 18 October 2021 in respect of degenerative elbow disease and associated conditions.

In declining her claim C&G referred to an entry in her dog's veterinary records dated 19 October 2021. This entry says *'O reports occasionally limping on front leg when walking on harness. Did not bring harness today. Curious about hip and elbow scores'*.

Ms L was advised to bring the harness on her next visit so they could assess further and to call them if she noticed any further lameness. She was also told that hip scores were generally taken from one year of age. Ms L has told us that she wanted to check her dog's hip and elbow scores as she was thinking of breeding from him, when he was older.

Ms L raised a complaint with C&G about her claim being declined as she said the limping she'd mentioned in October 2021 was due to her dog's harness rubbing. She said she was only at the vets for routine flea and worming treatment with a veterinary nurse. And they'd been no problems with her dog being lame before March 2022.

She also provided a letter from her vet's dated 19 May 2022 which said her dog hadn't been examined by a vet on 19 October 2021, he was seen by a student veterinary nurse who is legally not allowed to diagnose. Forelimb lameness was mentioned which was thought to be due to the dog's harness rubbing. And despite several appointments with vets in the five months to March 2022, there was no mention of lameness. But C&G maintained that Ms L's dog had a pre-existing condition and didn't uphold her complaint.

Ms L wasn't happy with C&G's response and complained to our service. Our investigator

considered the case and recommended her complaint be upheld. Having reviewed the veterinary records, including the vet's letter, she said the dog wasn't seen by a vet or diagnosed with lameness before March 2022. She thought it was reasonable to say that the occasional limping Ms L had mentioned in October 2021 was due to a poorly fitting harness, which resolved when the harness was changed.

Our investigator didn't think it was reasonable to expect Ms L to have declared the dog had been limping due to an uncomfortable harness, when she purchased her policy. So she said C&G should pay the claim for Ms L's dog's treatment in March 2022 and remove the exclusion added to her policy

Ms L accepted our investigator's opinion, but C&G didn't.

The case has now come to me for a 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.

When Ms L purchased her policy with C&G, in September 2021, she was asked '*Are you looking for cover for a pre-existing condition*'. She answered no to this question. I think this was reasonable as there's nothing in her dog's veterinary records to this date to suggest he had any health issues.

Ms L's cover started on 18 October 2021. C&G say Ms L's dog had shown signs or symptoms of lameness before her policy commenced and refer to a visit to her vet's on 18 October 2021. She visited her vet's on 19 October 2021, not 18 October 2021, for routine parasite treatment and saw a nurse, not a vet. Her vet has confirmed that no diagnosis of lameness was made at this appointment, and she believes the limping was related to a poorly fitting harness. And despite Ms L's dog seeing a vet on a number of occasions, lameness wasn't mentioned until March 2022.

Ms L has told us that her dog's limping in October 2021 was related to an ill-fitting harness and I accept this. And this isn't something I'd expect her to notify her insurers of. I also accept that she asked about hip and elbow scores in October 2021 as she was thinking of using her dog for breeding when he was older. She was told these would normally be checked when the dog was one, and it's not referred to again in his records.

C&G have said Ms L's vets didn't see the harness so can't say it was the cause of the cause of the lameness she reported in October 2021. I've said that I accept what Ms L has told us about the harness. I think it's clear that her dog is well cared for, and I think if the '*occasional limping*' she mentioned to the veterinary nurse had continued she'd have made sure her dog was seen by a vet. But there's no mention of limping or lameness in his records, after the October 2021 appointment, until March 2022.

Having considered the dog's veterinary records, and the letter from the Ms L's vet dated 19 May 2022, I'm satisfied that her dog didn't have a pre-existing medical condition, or signs and symptoms of a condition that she should have declared to C&G when she purchased her policy. And C&G haven't provided any evidence that persuades me otherwise.

So I don't think it was fair and reasonable for C&G to decline Ms L's claim for her dog's treatment in March 2022, or to add an exclusion to her policy from inception relating to any degenerative joint disease or associated conditions.

To put things right I require C&G to pay Ms L's claim for her dog's treatment in March 2022, subject to the terms and conditions of her policy, but ignoring the exclusion added in respect of degenerative joint disease and associated conditions. And to remove the exclusion they added from her policy.

My final decision

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

To put things right I require them to pay her claim for her dog's March 2022 treatment in line with the policy limit and any applicable policy excess but ignoring the exclusion in respect of degenerative joint disease and associated conditions. And to remove that exclusion from her policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 18 December 2022.

Patricia O'Leary
Ombudsman