

The complaint

Mrs C complains about Casualty & General Insurance Company (Europe) Ltd trading as Perfect Pet (PP) and their decision to decline a claim made on her pet insurance policy.

What happened

Mrs C took out an annually renewable pet insurance policy with PP. Her renewed policy started in November 2021. In April 2022, Mrs C's pet needed treatment and she made a claim against her policy. But PP declined the claim on the grounds it was excluded by the policy terms with respect to behaviour issues.

Mrs C didn't agree with PP's response and referred her complaint to us.

Our investigator said that Mrs C's pet, I'll call "R" had been diagnosed with a condition that wasn't caused by previously demonstrated behaviour issues. So, the exclusion clause hadn't been applied fairly. He said he hadn't seen any previous claims for the diagnosed condition and asked PP to reconsider the claim.

PP didn't agree they said the pet's medical history showed the condition was behavioural.

As the parties don't agree Mrs C's complaint has been referred to an ombudsman to decide.

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 uphold this complaint. I'll explain why.

Our established approach is that, where an insurer wants to rely on an exclusion clause to turn down a claim, it's for the insurer to show it's fair for it to do so. It's not for the consumer to show the clause doesn't apply.

I've considered the policy Mrs C had with PP. The policy wording sets out what PP would and wouldn't cover. And the exclusion used by them to decline Mrs C's claim was:

"Any claim for the Treatment of Behavioural Issues or Aggression."

The policy provides a definition of what this would mean:

"Means a change in the normal, everyday behaviour of Your pet caused by a medical, mental or emotional ailment."

And that:

“Any claim relating to Behavioural Issues. The costs for any diagnosis and investigations into the cause of Behavioural Issues are also excluded”

PP feel strongly that the medical history for “R” shows several examples of behaviour issues, going off food, pulling out fur, not co-operating with the vet. I’ve considered the medical history and can see that there were some behaviour issues in early 2016 following the death of another of Mrs C’s pets. And later in 2016 when “R” was taken to the vet for an ulcerated eye the vet notes difficulty in worming “R”. But I can also see the vet referred to “R” as being “lovely” on a visit in early 2017. Mrs C did ask her vet about what she considered “R”’s odd vocal noise in early 2021 but the vet didn’t find any issues and no treatment was recommended. I can’t see there being any behaviour issues on subsequent routine visits.

Its in February 2022 when “R” is taken to the vets because of howling and frequent visits to the litter tray. And the vet notes “*suspect stress cystitis*”. And its this note that I think PP are relying on to decline the presenting condition as “stress” would be considered as being behavioural.

Mrs C wasn’t happy with the treatment “R” received and went to another vet in April 2022. I’ve considered “R”’s medical history. The notes refer to “R” getting regular urinary tract infections. And the claim form Mrs C completed says the vet was visited as there was “*Blood in the Urine – crying*”. And the vet notes on the claim “*Urinary Tract Infection*”

On reviewing the clinical evidence very carefully, while the above are the symptoms presented the vet subsequently found and diagnosed “*urolithiasis*” – kidney stones.

Kidney stones are hard deposits made of minerals and salts that form inside the kidneys and are usually the result of diet. In August 2022, I can see that Mrs C’s vet says the condition isn’t connected to the suspected stress cystitis that the previous vet had suggested as a possible cause.

I can see from PP’s final response letter that they’d sort the opinion of “R”’s previous vet. And refer to an email sent by Mrs C’s previous vet about urine signs and symptoms which says :

“could have been due to an underlying urolith, however these signs are very non-specific and could be due to other urinary or other pathology, including stress cystitis (a medical condition that young cats can commonly get)”.

This does suggest that a kidney stone could have been the cause in February 2022, but they don’t discount stress cystitis and qualify when this could likely be the case.

From Mrs C’s claim form “R”’s date of birth is noted as 2015, so at the time of examination in February 2022 “R” was seven years old – I don’t think this would be considered as being a young cat. And as outlined above subsequent examination has established that “R” has kidney stones and not stress cystitis.

As kidney stones aren’t specific to behaviour I don’t think PP has acted fairly or reasonably in applying the exclusion term that they have.

Taking everything into account, I believe PP should reassess the claim on the basis that any costs incurred for “*urolithiasis*” “as described by the vet, are covered – albeit in line with the remaining policy terms.

My final decision

For the above reasons, I've decided to uphold this complaint. I ask Casualty & General Insurance Company (Europe) Ltd trading as Perfect Pet to reassess the claim without reference to the exclusion clause previously applied, and in line with the remaining terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 10 February 2023.

Anne Scarr
Ombudsman