

## The complaint

Mrs B complains that Casualty & General Insurance Company (Europe) Ltd declined a claim for her dog's treatment as they said it was a pre-existing condition. She doesn't agree and wants them to pay her claim.

## What happened

Mrs B has insurance for her dog with C&G. Her policy started on 17 September 2020 and clearly states that pre-existing conditions aren't covered.

In September 2021 Mrs B noticed her dog was reluctant to climb the steps up to her front door or to jump up. When examined by her vet he was thought to possibly bit a bit reactive over his lumbar spine, and a possible soft tissue injury was suspected.

The dog was seen again a couple of days later as Mrs B had noticed a deterioration in his mobility. When examined the vet found he was a little lame in his left hind leg, and he was lifting the leg off the ground. Some pain was noted over the lumbar spine and possibly the left hip. Mrs B was told that there could be some nerve pain or sciatica, or her dog could be developed intervertebral disc disease. Medication was prescribed and if he deteriorated the vet wanted to consider x-rays or a CT scan.

As the dog didn't improve, he was referred for further investigations on 13 October 2021. He was seen by a specialist vet on 19 October 2021 when Mrs B reported that his walking seemed to have improved. X-rays of the dog's hips and stifles didn't show any obvious problem and it was thought his lameness might be secondary to an intervertebral disc extrusion. An MRI scan was discussed but as his neurological examination was normal and Mrs B had noted a recent improvement, continued medical management was agreed.

Mrs B then submitted a claim for the cost of her dog's treatment and investigations. The claim was declined by C&G as they said the dog's problems were due to a pre-existing condition. In support of this they referred to entries in the dog's clinical records dated 12 September 2014 and 10 August 2018.

On 12 September 2014 the dog was seen for his second vaccination. The notes say *'been limping since Monday on LH (they think but not sure if Rh) but not today. Advise monitor if comes back see vet'*. And on 10 August 2018 the dog was seen as Mrs B said he'd been lame on his right front leg for two days and was whimpering occasionally. She reported that this was intermittent. Nothing abnormal was noted on examination and medication was prescribed.

After her claim was declined Mrs B's vet contacted C&G to confirm that they didn't consider the condition her dog was treated for in October 2021 was linked to the left hind leg lameness noted in September 2014.

C&G didn't change their mind about declining the claim, so Mrs B raised a complaint. This wasn't upheld as C&G maintained that her dog had a pre-existing condition based on the earlier entries in his clinical records.

Mrs B then complained to our service. Our investigator considered the case and upheld Mrs B's complaint. He said he believed when taking out her policy Mrs B had answered the questions put to her accurately. She was asked if she wanted cover for any pre-existing condition and she'd answered no, which he thought was reasonable. And he didn't think it was fair for C&G to decline her claim based on the entries in the dog's clinical records in September 2014 and August 2018. These entries refer to a limp, affecting different limbs, but on each occasion this appears to have been a short-lived problem, as there's no mention of it again.

In October 2021 the dog's symptoms were thought to be related to a disc extrusion. And as there's no medical evidence to link this to the short-lived episode of limping in September 2014 to the dog's condition in October 2021, our investigator didn't think C&G had shown there was a pre-existing condition. So he said C&G should settle Mrs B's claim and pay her £100 for the distress and inconvenience caused by the delays in handling her claim.

Mrs B accepted our investigator's opinion, but C&G didn't. They said Mrs B had sufficient information when taking out her policy to understand what they regarded as a pre-existing condition. And as her dog had been treated for lameness before she'd taken out her policy, her claim had been correctly declined by them.

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.

Mrs B's policy doesn't provide cover for pre-existing conditions. And it defines these as '*Any diagnosed or undiagnosed Condition and/or Associated Condition which has happened or has shown Clinical Signs of Symptoms of existing in any form before the Policy Start Date or within the Waiting Period*'.

C&G are aware of our approach in respect of pre-existing conditions. And that we consider it fair for an insurer to decline a claim where a consumer had reasonable knowledge, when taking out the policy of something that they may need to claim for in the future.

Prior to the policy being taken out Mrs B's dog had shown signs of lameness on two occasions and both were short-lived. In September 2014 the dog was only about four months old and was having his second round of vaccinations. Mrs B mentioned to the vet that he'd been limping on his left hind leg, or possibly right hind leg, for a couple of days. But he hadn't been limping that day. She was advised to monitor him and if the problem came back to see the vet.

Then on 10 August 2018 the dog was seen by a vet as he'd been intermittently lame on his right front leg for two days. Nothing abnormal was found on examination, he was prescribed medication and Mrs B was told he should rest.

These are the only references in the dog's clinical records before October 2021 to any problems with his limbs. And on each occasion there's a single entry only and no reference to ongoing problems or follow-up consultations. Mrs B is clearly someone who cares for her dog, and I think if he'd had any ongoing problems she'd have taken him back to her vet.

In October 2021 the dog's problems were thought to be related to an intervertebral disc protrusion, although this wasn't confirmed as x-rays didn't show any abnormality. And as the condition improved with rest and medication an MRI scan wasn't arranged.

What I have to decide is whether based on two very short-lived episodes of lameness in September 2014 and August 2018, Mrs B would have had reasonable knowledge in April 2020, when she took out her policy that she'd have to claim for investigations of a possible disc protrusion. And I don't think I can say that she had.

These episodes lasted a couple of days only and were four years apart. The first episode related to the left, or possibly right hind leg, and the second to the right front leg. There's no indication in the dog's clinical records of an ongoing problem and Mrs B's vet has said the episodes aren't related to the condition the dog was treated for in October 2021.

The onus is on C&G to show that there was a pre-existing condition and I don't think they've done this. They haven't provided any veterinary evidence to show the episodes in 2014 and August 2018 are linked to the dog's condition in October 2021. And the treating vet says they're not linked.

It follows that I'm not persuaded that Mrs B's dog had a pre-existing condition when she took out her policy with C&G. So I don't think C&G acted fairly when they declined her claim for her dog's treatment and investigations in October 2021.

Following my review of the case I asked the investigator to contact the parties to let them know I intended to award 8% interest on any sums Mrs M had paid to her vet. And increase the award for distress and inconvenience to £150. Mrs M has confirmed that she's happy with this. C&G haven't made any comment.

So to put things right I require C&G to pay Mrs B's claim for her dog's treatment, the sum of £893.85, subject to any applicable policy excess, together with 8% interest on any sums she's paid from the date of payment until the date of settlement.

Mrs B has told us about the stress and worry caused by C&G's handling of her claim, and I accept what she's said. Taking everything into account I think the appropriate level of compensation for distress and inconvenience is £150. I know Mrs B has raised how long it's taken C&G to respond to her complaint. But complaint handling isn't a regulated activity so I can't take that into account.

### **My final decision**

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

And to put things right I require them to pay her claim for her dog's treatment, in the sum of £893.85, subject to any applicable policy excess, together with 8% interest on any sums she's paid from the date of payment until the date of settlement. And to pay her £150 for the distress and inconvenience she's experienced as a result of how they handled her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 16 March 2023.

Patricia O'Leary  
**Ombudsman**