

## **The complaint**

Mrs H has complained that her pet insurer, Casualty & General Insurance Company (Europe) Ltd ("CGIC"), turned down a claim she made under the policy she has for her dog.

CGIC is the underwriter of this policy i.e. the insurer. Throughout the claim Mrs H was dealing with a different company who acts as CGIC's agent. As CGIC has accepted it is accountable for the actions of the agent, in my decision, any reference to CGIC includes the actions of the agent.

## **What happened**

Mrs H has an insurance policy with CGIC for her dog, L. The policy started in December 2021. In February 2022, L needed urgent treatment for a kidney problem and was kept in hospital for a number of days.

Mrs H made various claims for the vet's fees for treating L to CGIC but it turned them down. CGIC said this was because L had a related pre-existing condition that started before the policy was inception and that this meant that the current treatment was excluded. It added that had Mrs H made it aware of this pre-existing condition when she took the policy out it would have added an endorsement on the policy excluding all claims to do with the digestive system from the start of the policy.

Mrs H wasn't happy with this and complained but CGIC didn't change its decision. So Mrs H brought her complaint to the Financial Ombudsman Service and asked for CGIC to reimburse her for the fees which came to a total of just under £4,000.

One of our Investigators looked into the complaint and thought it should be upheld and that CGIC should pay the claim plus interest. He said he didn't think that there was a pre-existing condition that related to L's kidney issues. He said CGIC was referring to a single episode of vomiting and diarrhoea which L suffered whilst she was a puppy. He added that two vets wrote to CGIC to say that the two incidents were unrelated.

CGIC didn't agree and asked for an Ombudsman's decision. It said that the two episodes happened very close together so they were likely related.

Before issuing this decision I notified the parties that I agreed with our Investigator and I was also intending on awarding £150 for the distress and inconvenience Mrs H suffered. I added that I agreed with our investigator that the December 2021 episode was a one-off event so I didn't think it would be fair and reasonable for CGIC to add an endorsement on the policy.

## **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 have decided to uphold it. I also wanted to say that I was very sorry to hear about L's kidney problem and I am hoping that she is feeling better.

### The policy

Under the “veterinary fees” section, the policy says it covers treatment carried out by a vet for treating an illness whilst the pet is insured with CGIC. Treatment includes consultation, examination, advice, tests, x-rays, slides, ultrasound, MRI scans, medication and surgery provided by the vet. The benefit limit under this section is £4,000 and the excess is £90.

The policy also enables the consumer to claim per condition up to the benefit limit in each and every policy period of insurance. At each renewal the benefit limit for each condition renews. “Condition” is defined as an “illness or accidental injury or any symptoms or clinical signs of an illness or accidental injury affecting your pet”. It defines illness as “... any disease, sickness, infection or any change to your pet’s normal healthy state, which is not caused by an accidental injury”.

Like most pet insurance policies, this one excludes claims relating to conditions that existed before the commencement of the policy and also events that happened early in the cover period – within the initial 14 days or first five days in relation to accidental injuries.

### The medical evidence

Mrs H said that the episode of vomiting which happened before the policy started involved L being sick in the car on the way to the vet. Mrs H added that L had some minor diarrhoea on that day which she recovered from. She said this was merely mentioned in a conversation with the veterinary nurse when L went in for worming and a weight check. Mrs H added it wasn’t until February 2022 when she went back to the vet with symptoms of vomiting, diarrhoea and bad breath that L was diagnosed with renal dysplasia after spending a week in hospital.

The above is supported by the medical records which I have reviewed. I can’t see any further mention of vomiting in L’s records between December 2021 and February 2022. So based on this, under the terms of the policy, I don’t think it would be fair for CGIC to treat the car sickness incident as a “condition” as it seems to have been a one-off event and therefore not an illness (disease, sickness, infection or change in the pet’s normal healthy state) nor do I think it was an accidental injury or an associated condition – looking at how these are defined within the policy. And I, therefore, don’t think it would be fair to treat it as a pre-existing condition either.

For completeness I will say that in its final response CGIC said that Mrs H failed to declare the vomiting as a pre-existing condition and that had it known about this it would have added an endorsement onto the policy. As I don’t consider the incident of December 2021 to be a pre-existing condition I don’t think it would be fair or reasonable to say Mrs H should have disclosed this to CGIC or, consequently, for CGIC to add an endorsement such as the one it’s proposed to add.

### The claim

One of the hospital vets wrote to CGIC to say that L was diagnosed with a kidney condition called renal dysplasia and that had the episode of vomiting which she suffered earlier been related to this disease it would have continued until it was addressed. He added that L would have gotten worse rather than improved after the first vomiting episode which he suspected was due to travel sickness. Mrs H’s own vet also wrote a letter to say that the two episodes were unrelated and added that, prior to the episode in February 2022, L was seen as a healthy puppy.

In the absence of any conflicting veterinary evidence, overall, I am satisfied that the condition that the claim relates to was not a pre-existing one as caught by the policy. And for that reason, I think the claim was unfairly declined.

I also don't think CGIC dealt with Mrs H's claims fairly and reasonably because it did not appear to take into account the available expert evidence. Mrs H has had to pay the claims herself. I also note that CGIC didn't respond to Mrs H's complaint within the eight weeks available to it. For these reasons I think CGIC should pay Mr H £150 for the distress and inconvenience it caused her.

### **My final decision**

For the reasons above, I have decided that Casualty & General Insurance Company (Europe) Ltd must now pay the claims for the vomiting/vomiting and weight loss investigations/renal dysplasia (and any other related claim) subject to any policy limit and any applicable excess. It must also pay Mrs H interest at a yearly rate of 8% simple payable one month from the date each claim was made to the date it pays her. And it must also pay Mrs H £150 for the distress and inconvenience it caused her.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 8 June 2023.

Anastasia Serdari  
**Ombudsman**