

The complaint

Mr P has complained about Casualty & General Insurance Company (Europe) Ltd. He isn't happy that it turned down a claim under his pet insurance policy.

For ease of reading any reference to Casualty & General includes its agents.

What happened

Mr P's pet received treatment from his vet in relation to pruritus and so he made a claim under his pet insurance policy with Casualty & General. But when it looked into the claim it turned it down.

Casualty & General referred to the veterinary history and said it felt Mr P's pet suffered previous issues (itching) that it said Mr P didn't disclose when he took the policy out. And so it added an exclusion '*on all claims with respect to Skin Conditions....*' and '*allergies*' from the start date of the policy and turned down the claim as it felt the issue was pre-existing. Mr P wasn't happy about this, so he complained to Casualty & General and then this Service.

Our investigator looked into things for Mr P and upheld his complaint. She didn't think Casualty & General had acted fairly in declining the claim or adding the exclusion to the policy. She explained to Casualty & General that it didn't ask Mr P any clear questions during the sales process about his pet's history before the policy was taken out so she didn't think it was fair to add the exclusion and she didn't feel there was sufficient evidence to say the condition was pre-existing in any event. So she asked it to pay the claim in line with the remaining terms and conditions of the policy (plus 8% simple interest). And she asked it to remove the exclusions in respect of '*allergies*' and '*Skin Conditions*'.

As Casualty & General didn't agree, maintaining that the condition was pre-existing, the matter has been passed to me for review.

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 think the complaint should be upheld, I'll explain why.

Casualty & General have declined Mr P's claim as it feels his pet's condition was pre-existing and it thought that Mr P should have disclosed this when he took the policy out. And had he have done so it would have added an exclusion in relation to '*all claims with respect to Skin Conditions....*' and '*allergies*'.

However, I agree with our investigator that there isn't sufficient evidence to show the condition was pre-existing. Although there is some suggestion that Mr P's pet itched from around the time he got his pet this certainly isn't unusual in a young pet like Mr P's. The treating vet is clear that Mr P's pet wasn't diagnosed with any pruritus issues until at least three months after the policy was taken out. And I find the treating vet's opinion persuasive given they undertook a physical examination in forming their opinion highlighting that young

pet's like Mr P's itch. Ultimately, I don't think there is sufficient evidence to suggest Mr P's pet was doing anything more than itching (as pet's do) before this and this wasn't linked to the present claim.

Furthermore, as Casualty & General is aware, there is a need to ask clear and relevant questions if it wants information about a consumer's pet's history and any pre-existing conditions, so I don't propose to go over this in detail now. I say this as it is aware of our approach and that the relevant law here relating to misrepresentation is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This sets out remedies an insurer has where a qualifying misrepresentation has been made at the point of application. Mr P wasn't asked a question that led him to make a qualifying misrepresentation – i.e. one which led to the insurer taking different action regarding the terms on which it would provide cover.

Put simply, the question Mr P was asked was a factual one about whether he wanted cover for pre-existing medical conditions – and he didn't. So, he answered this question correctly and the question didn't ask Mr P to detail any veterinary history or provide any further information about this. So, Mr P didn't make a misrepresentation and so Casualty & General isn't entitled to add a backdated exclusion to the policy or to decline the claim in line with this.

Given all of this I feel the fair and reasonable thing to do, in the particular circumstances of this case, is for Casualty & General to pay the claim in line with the remaining terms and conditions of the policy adding 8% simple interest for the time Mr P has been without the money. I say this as it hasn't shown the condition was pre-existing or that Mr P made a qualifying misrepresentation in response to being asked clear and relevant questions about his pet's history.

My final decision

It follows, for the reasons given above, that I think Casualty & General Insurance Company (Europe) Ltd should pay the claim in line with the remaining terms and conditions adding 8% simple interest from the date of claim until the date of settlement. And remove the exclusions it applied in respect of '*Skin Conditions*' and '*allergies*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 May 2023.

Colin Keegan
Ombudsman