

## The complaint

Mr W complains about Casualty & General Insurance Company (Europe) Ltd (CG) declining claims under his pet insurance policy for treatment of his cat.

References to CG include their agents who administer the policy

## What happened

In November 2021 Mr W's cat began behaving oddly, including urinating in incorrect places. The vet prescribed medication, but the symptoms occurred again the following month and blood tests were requested, along with a urine culture test. The symptoms then went away. The condition occurred again in January 2022 and a blocked bladder (urolithiasis) with large amount of struvite stones was diagnosed. Mr W subsequently made a claim for the cost of treatment in between December 2021 and January 2022 (£1,395.23). An initial claim for £238.49 was previously submitted for the initial inappropriate urination.

However, CG said they wouldn't accept the claims, as they thought the issue was the result of a behavioural condition, which wouldn't be covered under the terms and conditions of the policy. The vet who treated the cat said the issue was the result of a medical condition and not a behavioural condition. However, CG confirmed their decision to decline the claims.

Mr W then complained to CG, but they didn't uphold the complaint. In their final response they said when Mr W took out his policy in July 2021, the terms and conditions made it clear behavioural conditions wouldn't be covered. CG referred to information in the Insurance Product Information Document (IPID) and the *Policy Definitions* and *Veterinary Fees* sections of the policy. On the blocked bladder, CG said [male] cats were at risk of developing a urinary blockage when suffering from urinary issues, so the cat's inappropriate urination led to the blocked bladder. So, CG confirmed their decline of the claims (under the behavioural conditions exclusion).

Mr W then complained to this service, unhappy at his claims being declined. He said his vet's opinion was the issue was caused by a medical condition and not a behavioural condition. He'd been affected financially by having to pay for the cost of treatment and suffered distress from CG's decline of the claims and the time taken for CG to deal with the complaint (and the unprofessional way he thought CG had handled the complaint). He wanted CG to cover the cost of treatment and reimburse him.

Our investigator upheld Mr W's complaint, concluding CG hadn't acted fairly. He was more persuaded by the opinion of Mr W's vet that the urinary blockage wasn't a behavioural condition. He wasn't persuaded by CG's view that the proximate cause of the condition was likely to have been due to the cat's previous behaviour-related cystitis (and that [male] cats who suffer from cystitis are at a significant risk of urinary blockage). As Mr W's vet was a qualified practitioner and had examined the cat, the investigator thought their view more persuasive. To put things right, the investigator thought CG should pay the claims in line with the policy. If Mr W had paid the vet's bill, CG should also pay interest from the date the bill was paid to the date they settled the claims.

CG disagreed with the investigator's conclusions, and requested an ombudsman review the complaint. In disagreeing, they said they'd referred the case to their vet specialist. They said stress-related cystitis could cause the bladder to block. The clinical history of the cat indicated it was stressed due to family members of Mr W moving into his house, leading to the cat's inappropriate urinating. Mr W had declined to have the cat take a urine sample, which would have determined whether the issues were due to an infection, or stress related. Mr W's vet subsequently didn't find any evidence of an infection, advising the issues were likely due to stress. The cat then presented with a blocked bladder, which CG's vet thought likely due to the prolonged stress episodes, causing the bladder to become infected again, leading to the blockage. The vet said Mr W's family members moving into his house caused the cat a great deal of stress (and was evident in the clinical history) which caused the blocked bladder and would be considered a behavioural issue (and therefore wouldn't be covered under the behavioural condition exclusion).

### **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.

My role here is to decide whether CG have acted fairly towards Mr W.

The key issue in Mr W's complaint is whether CG acted fairly in declining his claims for treatment of his cat. CG's view is that they correctly declined the claims, on the grounds the cat's issues were the result of stress, and therefore a behavioural condition. As, such they weren't covered under the policy as there was an exclusion for behavioural conditions. They cite their vet specialist's opinion, drawing on the cat's clinical history. Mr W's view, supported by his vet's opinion, is that the issues were caused by a medical condition – not a behavioural condition. So, CG unfairly declined his claims.

I've considered both views carefully, including the relevant terms and conditions of the policy (particularly those referred to by CG in their final response) together with the supporting information and evidence, including Mr W's vet's opinion, the views of CG's specialist vet and the clinical history of Mr W's cat. Regarding the terms and conditions of the policy, in their final response, CG refer to the following statement in the IPID:

*"What is not insured?"*

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

Similar wording appears under the *Veterinary Fees* heading, where there's a sub-heading *What is not insured?* Which states:

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

CG refer to the Policy Definitions which state Behavioural Issues means:

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

These terms and conditions are clear that behavioural issues aren't covered. So, I've then considered the question of whether the issues with the cat (inappropriate urination and then a blocked bladder) could reasonably have been caused by behavioural issues. In doing so, I've considered carefully what Mr W's vet and CG's vet specialist have said, together with

the clinical notes. CG's vet specialist's views are summarised above. Mr W's vet provided the following opinion, following decline of the second claim:

*"...[the cat] had a blocked bladder which is a potential fatal medical condition and not a behavioural condition."*

Looking at the clinical notes from Mr W's vet there are references (December 2021) to the cat's condition, including:

*"...informed owner that [the cat's] condition can be due to stress/cystitis.  
...stress/behavioural problem that seems [now] that since owner's son and girlfriend have moved into garden-house. [The cat] will be back to his routine."*

And the following references in January 2022:

*"...was treated for blocked bladder..."*

*Differential Diagnosis – urolithiasis, Struvite seen last night...*

I've considered the clinical notes carefully, particularly the above references. There is reference to the cat's condition *can* be due to stress/cystitis (my emphasis). But there's no clear mention of stress in the notes in January 2022. Looking at publicly available articles on the differential diagnosis of urolithiasis (Struvite) the most commonly cited cause is urinary tract infection, attributed to a variety of possible causes. But none refer to stress.

I've also considered the general principle, where an insurer relies on an exclusion, that onus is on them to show it's reasonable to apply it. Given the points above, while stress *could* (can) be the cause, I'm not persuaded by CG's view. And the vet who examined and treated the cat has given a clear opinion the issues were the result of a medical condition, not a behavioural condition.

Taking all these points into account, I'm not persuaded CG have shown enough to apply the exclusion for behavioural issues in the circumstances of this case. So, I've concluded CG acted unfairly to apply the exclusion to decline Mr W's claims.

Given these conclusions, I've thought about what CG need to do to put things right. As I don't think they can rely on the exclusion for behavioural issues, they should settle the claims in line with the remaining terms and conditions of the policy, including any limits on the costs of treatment and any policy excess (as appropriate).

If CG settle the claims, they should also pay interest at a rate of 8% simple on the amount accepted, from the date Mr W paid the vet bills, to the date they settle the claims.

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr W's complaint. I require Casualty & General Insurance Company (Europe) Ltd to:

- Settle Mr W's claim in line with the remaining terms and conditions of the policy, including any limits on the costs of treatment and any policy excess (as appropriate).

If Casualty & General Insurance Company (Europe) Ltd settle the claims, they should also pay interest at a rate of 8% simple on the amount settled, from the date Mr W paid the vet bills to the date they settle the claims.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or

reject my decision before 14 June 2023.

Paul King  
**Ombudsman**