

## **The complaint**

Miss B has complained that Casualty & General Insurance Company (Europe) Limited (C&G) has rejected a claim for the treatment of her pet dog on the ground that the condition treated was linked to a condition that was pre-existing at the date of inception of her policy.

## **What happened**

Miss B insured her pet dog, who I'll refer to as "W", with C&G with effect from 1 October 2022.

On 21 February 2023, W was taken to the vet as one of his eyes was cloudy. The vet's conclusion was that he had an indication of previous corneal trauma with resultant reflex uveitis. He was referred to a specialist whose conclusion was that this was from an injury to which the uveitis was secondary. Miss B made a claim to C&G for the cost of W's treatment.

On reviewing W's previous medical history, C&G noted that in June 2022, before Miss B took out her policy, W had received treatment for uveitis in his left eye. According to his vet, this uveitis was secondary to a trauma and ulceration. It healed in response to treatment at that time and no further treatment was needed. His right eye was also examined and was found to be normal.

C&G argues that the conditions are linked, and refers to various terms of Miss B's policy including:

### Insurance Product Information Document

*What is not insured?*

*Any claim for Illness or Accidental Injury that relates to a Pre-existing Condition*

### Policy Definitions

*Pre-Existing Condition - Means any diagnosed or undiagnosed Condition and/or Associated Condition which has happened or has shown Clinical Signs or Symptoms of existing in any form before the Policy Start Date or within the Waiting Period.*

*Bilateral Condition - Means any medical Condition that can affect body parts of which Your pet has two. on either side of its body, such as ears, eyes, knees, kneecaps, front and back legs and feet, cruciate ligaments, hips, mammary glands, lungs, kidneys, ovaries, testicles, shoulders and elbows and which can occur at different times. When applying the Benefit Limit and the terms of this Policy, any Treatment for Bilateral Conditions will be considered as one Condition, regardless of when the Treatment occurred.*

### Veterinary Fees

*What is not insured?*

*♦ Any claim for Illness or Accidental Injury that relates to a Pre-existing Condition*

♦ *Any claim for Illness or Accidental Injury that showed Clinical Signs or Symptoms before Your Policy Start Date or within the Waiting Period*

*The following exclusions apply to the whole of this Policy. We will not pay claims for any of the following reasons:*

♦ *If We are made aware of any Pre-existing Conditions at the time of a claim, these Pre-Existing Conditions will not be covered and We reserve the right add a relevant endorsement(s) to Your Policy in respect of these Pre-Existing Conditions.*

In response to C&G's rejection of Miss B's claim, W's eye specialist contacted C&G and informed it that the injury to W's right eye for which he was treated in February 2023 was a new injury leading to uveitis, and that in her clinical opinion it was not linked to the condition of W's left eye that had been successfully treated in June 2022. She also stated that W had underlying KCS (dry eye) in his right eye which his left eye didn't have. She asked that C&G's decision to reject Miss B's claim be reconsidered. C&G maintained its rejection of her claim.

As Miss B was dissatisfied with C&G's decision to reject her claim she brought a complaint to this service. She wants C&G to settle her claim.

Our investigator's view was that she hadn't seen any evidence to support C&G's belief that the previous corneal trauma that impacted W's left eye was likely to have affected his right eye. She didn't feel that C&G had done enough to establish that the uveitis was pre-existing and so it followed that she didn't feel C&G had acted fairly in declining Miss B's claim. She recommended that B settle Miss B's claim in line with the remaining policy terms, and in addition to this pay Miss B £100 compensation for the distress caused.

C&G doesn't agree with our investigator's view. It referred to eyes being bilateral, and that bilateral conditions aren't covered by the policy. It says that because uveitis was seen in one of W's eyes in June 2022, which pre-dated the policy, Miss B would therefore not be covered when it appeared in the other eye in February 2023 as it was a condition that had shown symptoms before policy inception.

As C&G doesn't accept our investigator's view, Miss B's complaint has been referred to me as an ombudsman for a final decision from this service.

### **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'm upholding Miss B's complaint and I'll explain why.

I've looked in particular at the nature of the condition for which W was treated and for which Miss B is claiming, and at the specialist veterinary opinion. This informs me that W's uveitis in both June 2022 and February 2023 was secondary to trauma. It occurred in different eyes. The uveitis in June 2022 had cleared up shortly after treatment was given for it and didn't reappear. Another traumatic incident occurred to lead to another episode of uveitis in February 2023 in the other eye.

The specialist eye vet's professional opinion is that there was no connection between the two occurrences. I place considerable weight on this, and C&G hasn't provided any medical evidence of its own to support its rejection of Miss B's claim on this ground.

I also consider that it's unfair to treat as a pre-existing condition a condition such as uveitis that can be caused by a traumatic incident. Because W sustained a trauma to his left eye leading to uveitis, I don't consider that he was pre-disposed to receiving another trauma which might have led to uveitis again in either eye. I don't consider it can be regarded as similar to a condition that is linked to an illness or a disease that has shown previous symptoms and which might reoccur. The occurrence in February 2023 was in my view a new condition and not the continuation of one that existed before policy inception.

My conclusion is that C&G has not acted fairly towards Miss B in its assessment of her claim and that it should settle it. I also consider that £100 compensation for her distress and upset is fair and reasonable.

### **My final decision**

For the reasons I've given above, I'm upholding Miss B's complaint.

I require Casualty & General Insurance Company (Europe) Limited:

1. to settle Miss B's claim subject to any other terms and conditions of her policy.
2. to pay Miss B interest on any sum so paid to her at the simple rate of 8% from the date of her claim until payment is made to her.

If Casualty & General Insurance Company (Europe) Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss B how much it's taken off. It should also give her a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

3. to pay Miss B compensation of £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 31 August 2023.

Nigel Bremner  
**Ombudsman**