

The complaint

Mrs H's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which was declined.

Mrs H says C&G treated her unfairly and wants them to accept her claim.

Mrs H is represented in this complaint but I shall refer to all submissions as being her own for ease of reference.

What happened

Mrs H took out a C&G pet insurance policy in November 2022. During the policy year her dog became unwell, vomiting and experiencing increased effort in breathing. After taking him to the vet, scans and X rays revealed it was likely that aspiration pneumonia was secondary to the vomiting. Overall, the vet concluded the cause of the illness was a one off episode of gastroenteritis, most likely picked up from another contagious animal- namely another dog that lived with him who was also unwell with the same symptoms.

C&G declined the claim. They initially referred to the dog's clinical history which included various instances of illnesses in relation to his digestive system which suggested the illness was pre-existing and therefore not covered. C&G had applied a policy exclusion in relation to the dog's digestive system, but they also agreed not to apply that in this case because this incident was unrelated to the previous illnesses he had. Despite this they didn't cover the claim. Unhappy, Mrs H referred her complaint to the Financial Ombudsman Service.

Our investigator considered her complaint and upheld it. He said C&G should reconsider the claim in accordance with the remaining policy terms because they'd agreed not to apply the policy exclusion applicable to the dog's digestive system.

Mrs H agreed with the investigator's findings, but C&G didn't. They said that as the dog was exhibiting breathing problems, the claim still wasn't covered because this was a pre-existing issue too. The investigator disagreed. He said the medical notes supported that the claim wasn't for respiratory issues so it was unfair for the claim to be declined and should therefore be reconsidered. C&G didn't agree so the matter has been passed to me to determine.

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 uphold Mrs H's complaint for broadly the same reasons set out by the investigator. I'll explain why.

The starting point is the policy terms. They exclude:

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

The issue for me to determine is whether Mrs H's dog's illness being claimed for here showed signs or symptoms before the start of the policy.

The claim made was for *"urt and vomiting"* but it's clear from the evidence provided from the treating vet that the condition being claimed for was a *"one off standalone gastroenteritis, most likely picked up from another contagious animal"*. The vet goes on to say that *"This episode of vomiting has nothing to do with BOAS- aspiration pneumonia."* In addition, the hospital discharge sheet sets out that aspiration pneumonia was likely to be secondary to the vomiting, following scans and X rays. As such I'm persuaded that the condition being claimed for wasn't vomiting on a standalone basis but rather for a standalone condition that happened to present with these symptoms. This is supported by the fact that Mrs H's other dog was also presenting with the same condition with the same symptoms and had to be treated for them too.

In light of this, I'm not satisfied the standalone episode being claimed for showed signs or symptoms before the start of the policy. C&G have already accepted that the digestive system exclusion it placed on the policy isn't being applied here because this is a standalone condition. But they also say that as the dog presented with aspirational pneumonia, the claim wasn't one that they would cover because the dog had experienced breathing problems several times before the policy was in place and, as such they were pre-existing.

I've thought about this. The claim itself wasn't for breathing problems, although they were symptoms of the condition itself. The hospital report sets out that the likelihood of aspiration pneumonia was secondary to the vomiting. And Mrs H's vet has provided evidence to say that the vomiting wasn't as a direct result of an underlying breathing condition and that any breed of canine is susceptible to aspiration pneumonia following inhalation of vomit. So, whilst I take on board that Mrs H's dog did have a history of breathing problems, I'm not satisfied that these were the cause of the condition being claimed for given the hospital notes and Mrs H's vet's diagnosis. And there's nothing in the opinions given by C&G's vet that supports this was the case.

In light of the above, I can't say that Mr H's claim for cover should be turned down on the basis that the condition being claimed for is pre-existing because the signs or symptoms don't appear to be related to the illness the dog was diagnosed with. In light of that C&G should put things right in the way I've set out below.

Putting things right

C&G should reconsider Mrs H's complaint in accordance with the remaining policy terms, but they must not apply any policy exclusions related to digestive system issues and breathing problems in doing so.

If C&G pay Mrs H's claim, they should pay interest at a rate of 8% per year simple from a months after the claim was made, until it's paid.

My final decision

For the reasons set out above I uphold Mrs H's complaint Casualty & General Insurance Company (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 21 November 2023.

Lale Hussein-Venn

Ombudsman