

## The complaint

Mr G is unhappy that his claim has been declined due to a pre-existing condition with his dog. Casualty & General Insurance Company (Europe) Ltd ("CGI") are providing the pet insurance policy.

## What happened

Mr G made a claim on his policy when his dog had two cists removed.

CGI decided to decline the claim. It said, *"had we been aware of the history at the time of taking out your policy, we would have imposed the following exclusion: Excludes cover on all claims with respect to Growths, Tumours, Cancers and Associated Conditions"*. In CGI's final response, it added *"there would be no cover for any condition which was pre-existing or had shown clinical signs of existence in any form prior to the policy inception"*.

Mr G has spoken to several people who've advised the claim should've been paid, so he thought CGI's decision was unfair.

Our investigator decided to uphold the complaint. She didn't think there was any indication that Mr G would've been aware his dog had an illness which needed treating when he took out the policy. Therefore, she didn't think it was fair of CGI to claim the treatment was for a pre-existing condition. CGI disagreed, so the case has been referred to an ombudsman.

## 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.

I've checked the policy and it confirms pre-existing conditions aren't covered. Pre-existing condition is defined in the policy as *"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"*.

Therefore, if there was a pre-existing condition, then I'd say CGI had been fair to decline the claim. However, I don't think CGI has proven the condition was pre-existing, I think a doubt remains. I'll explain why.

There was a visit to the vets in July 2019, where the vet suspected *"the mass to be a wart or skin tag"*. There seems some doubt in the conclusion. I can see the dog's medical records also shows a lump was identified under the skin in January 2022, however, a month later the vet reported the lump had gone. I appreciate CGI have said the vet may have missed the lump as the dog had long hair. It's possible, but I have no evidence to say this is what happened. All I can say is that the medical history of this dog is unclear.

The first visit, the diagnosis was inconclusive, then a lump was spotted but soon disappeared. I don't think CGI can say for certain there was a pre-existing condition, so I don't think it has been fair in applying an exclusion in this case. I think it was reasonable that

Mr G thought his dog was symptom free.

I've also considered whether Mr G made a misrepresentation when taking out the policy. CGI said it would've added a further exclusion to the policy had it known about the dog's medical history. However, for the reasons I've already set out, I don't think Mr G would've been aware of a pre-existing condition when he took out the policy, so I don't think he did misrepresent the facts when taking it out.

In summary, I don't think CGI has been fair to apply the exclusion in this case. Therefore, I think it should settle the claim. As Mr G has been without this money, CGI should add 8% simple interest per annum (from the date of the claim to the date the settlement is paid).

### **My final decision**

My final decision is that I uphold this complaint. I require Casualty & General Insurance Company (Europe) Ltd:

- Settle the claim and add 8% simple interest\* per annum (from the date of the claim to the date the settlement is paid).

\*HM Revenue and Customs requires Casualty & General Insurance Company (Europe) Ltd to take off tax from this interest. CGI must give a certificate showing how much tax it's taken off it if Mr G asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 11 December 2023.

Pete Averill  
**Ombudsman**