

The complaint

Miss R complains that Casualty & General Insurance Company (Europe) Ltd rejected a claim on her pet insurance policy.

What happened

Miss R took out pet insurance for her dog, which was underwritten by Casualty & General. The policy started on 30 June 2023.

In July 2023 her pet was ill and she took him to the vet. Symptoms included repeated vomiting. He was given treatment over the following weeks for pancreatitis and Miss R then put in a claim for treatment costs of around £4,700.

Casualty & General rejected the claim. It said:

- her dog had suffered from consistent instances of vomiting, loss of appetite and diarrhoea since 2018, as noted in the clinical history;
- these were all symptoms of pancreatitis, so this was a pre-existing condition; and
- the policy doesn't cover pre-existing conditions.

When Miss R referred the complaint to this Service our investigator said it was fair to treat this as a pre-existing condition in view of the history recorded in the vets' notes.

Miss R disagrees. She says:

- her dog was only diagnosed with pancreatitis after the policy started;
- he had had sickness before but it was always due to something else - pancreatitis had never been mentioned;
- she appreciates her dog had always been a poorly boy and was sick all the time, but that shouldn't mean every claim has to be denied because he'd been sick lots of times in the past.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim, with appropriate support; and not unreasonably reject a claim.

The policy provides cover for treatment costs but there's an exclusion for pre-existing conditions. This is set out clearly in the policy documents and is not unusual – insurance is general intended to cover future risk, not something that has already happened.

The policy terms describe a pre-existing condition 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...*”

Miss R makes the point that her dog hadn't been diagnosed with pancreatitis before she bought the policy. But that's not definitive in deciding whether this was a pre-existing condition. There doesn't need to be a diagnosis; what's required is for the pet to be showing signs of the illness and for the policyholder to be aware there was something wrong, even if they weren't sure of the diagnosis.

In this case, Miss R's dog had been treated for symptoms including vomiting, loss of appetite and diarrhoea on many occasions since 2018. Miss R herself says he was a poorly boy and was sick all the time. I appreciate she may not have known what was causing the problems, but they were consistent with the symptoms seen when pancreatitis was diagnosed after the policy started.

Casualty & General says the notes were reviewed by a qualified vet. And I haven't seen evidence from Miss R's vet confirming the problems seen earlier were not connected to the pancreatitis. While other possible causes were suspected on some occasions, these were not confirmed.

Sadly, Miss R's pet passed away. This was extremely upsetting for her and having the claim declined made things even more difficult. But I have to consider what the policy terms say and how they have been applied. While I can't say for certain what caused the problems, the test I need to apply is whether it's more likely than not these were signs of the same condition. On the evidence it had, I think on balance it was fair for Casualty & General to conclude they were and, on that basis, to say this was a pre-existing condition.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 24 May 2024.

Peter Whiteley
Ombudsman