

The complaint

Mrs V complains that Casualty & General Insurance Company (Europe) Ltd declined to cover the whole cost of the treatment her dog required in July 2023, on the basis that his treatment was for the continuation of a condition he suffered from in September 2022.

What happened

Mrs V had Gold insurance cover for her dog with C&G which provided cover for Vet fees up to £3,000 per condition in every policy period, subject to an excess of £99. Her policy started on 23 July 2022.

In September 2022 Mrs V's dog was unwell and needed to be admitted to her vets for treatment. He was suffering from a loss of appetite, vomiting and diarrhoea. The vet was concerned that he was showing signs of sepsis, anaemia, and pancreatitis. Bloodwork showed that he was suffering from pancreatitis. Mrs V submitted a claim for the cost of his treatment. C&G assessed the claim and paid £1958.28.

Unfortunately in early July 2023 Mrs V's dog became unwell again, he was passing blood and vomiting. Sadly on this occasion he didn't respond to treatment and on 10 July 2023 Mrs V had to make the difficult decision to have him put to sleep.

Mrs V submitted a claim to C&G for her dog's treatment which covered hospitalisation and round the clock care. The claim was for £3,126.81 and of this C&G paid £942.72. They said that the condition her dog suffered from in July 2023 was the same condition he'd suffered from in September 2022. As her policy provided £3,000 cover for vet's fees per condition in a policy year, and they'd paid £1,958.28 for his treatment in September 2022 they'd only paid £942.72, the balance of the remaining cover under the policy.

Mrs V raised a complaint which C&G didn't uphold. In their response to her complaint they said she'd submitted a claim for treatment of vomiting and diarrhoea and her vet had advised that her dog's symptoms were similar to his previous gastrointestinal issues in September 2022.

So when they assessed the claim C&G said they'd applied the same benefit limit as the first claim, as her dog had shown the same signs and symptoms as the previous instance of gastrointestinal distress.

In both September 2022 and July 2023 C&G say Mrs V's dog presented with suspected sepsis, vomiting and diarrhoea. His potassium and protein were low on both occasions which is an unusual sign of gastrointestinal upset. While they acknowledge that in July 2023 her dog had haemorrhagic diarrhoea, they said this isn't an unusual complication of diarrhoea when a puppy is so unwell.

They referred Mrs V to their terms and conditions which state the benefit limit will apply to all claims which are for the same condition, a condition which shares the same signs and symptoms or is an associated condition. On both occasions they say the dog's presentation, bloodwork and suspected diagnoses were consistent and while haemorrhagic diarrhoea only

occurred in July 2023, this was a symptom, not a diagnosis.

They go on to say that their in-house vet has reviewed the claim and agreed with their decision to apply the benefit limit across both claims.

On 8 August 2023 the head vet at the practice where Mrs V's dog was treated wrote to C&G stating that in September 2022 her dog was treated for inappetence, diarrhoea and vomiting. Bloodwork showed that he was suffering from suspected pancreatitis. The diarrhoea he passed contained no haemorrhage, and he was showing no sign of haemodilution (an increase of fluid content of blood leading to a lower concentration of red blood cells).

In July 2023 when readmitted she says he presented with AHDS (Acute Haemorrhagic Diarrhoea Syndrome). Which is characterised by the acute onset of bloody diarrhoea, and she refers to a study which has shown this syndrome, can't be lumped into an umbrella diagnosis such as pancreatitis. And it's not applicable to assume these conditions were linked, or the same, especially as there was no evidence in 2022 of any haemorrhagic diarrhoea.

C&G's response to Mrs V's complaint makes no reference to her vet's opinion.

Unhappy with C&G response to her complaint Mrs V brought her complaint to our service.

Our investigator considered the case and recommended that C&G pay the remainder of Mrs V's claim, together with £200 compensation for the distress and inconvenience their handling of her claim had caused her.

Our investigator said that while Mrs V's dog presented with symptoms of diarrhoea and vomiting in September 2022 and July 2023, she was satisfied, based on the opinion of Mrs V's vet, that her dog was treated for pancreatitis in September 2022 and AHDS in July 2023, and that these conditions weren't linked.

She considered the comments C&G said their vet had made but wasn't persuaded that they'd shown that the conditions Mrs V's dog suffered from in September 2022 and July 2023 were linked.

Our investigator also considered what Mrs V had told us about how C&G had handled her claim. She was satisfied that Mrs V had faced delays when contacting C&G and they'd refused to consider the opinion provided by her vet. And she felt £200 compensation was the appropriate amount for the distress and inconvenience this had caused Mrs V.

C&G didn't accept our investigator's opinion so the case has come to me for a decision.

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.

C&G have made a partial payment in respect of Mrs V's claim for her dog's treatment in July 2023 as they believe his condition was the same as the one he was treated for in September 2022. This is despite Mrs V's vet writing to them and saying the conditions weren't linked.

I've listened to the calls between Mrs V and C&G and between Mrs V's vets and C&G. Both Mrs V and her vet's asked C&G to provide clarification of why they were maintaining that the dog's condition in July 2023 was linked to his condition in September 2022. C&G told Mrs V's vet that they'd originally said they couldn't say the conditions weren't linked. When asked

where this was said, C&G said it was in the dog's records.

Mrs V was told C&G hadn't received anything from the treating vet, just from the head vet. And when Mrs V said the head vet was the treating vet she was told C&G needed a clinical evidence or a diagnosis to review their decision.

It's clear from the calls that both Mrs V and her vet struggled to understand what further evidence C&G needed. And when asked to clarify C&G simply repeated that they needed 'clinical evidence' that the conditions weren't linked.

Mrs V has told us, and I accept, that her dog was so unwell that he was being treated by a team of vets, including the head vet who wrote to C&G on her behalf. And if C&G had carefully considered the dog's notes, they'd have seen that the head vet's name appears as one of the treating vets. So I'm satisfied that Mrs V's vets have provided an opinion on her dog's condition that C&G should have considered.

Before I consider what the vet said, I want to look at what's stated in the dog's clinical records, as C&G say this is the basis for them saying the two conditions are linked, and that Mrs V's vet initially agreed this was the case.

The records confirm that in September 2022 the dog was treated for vomiting and diarrhoea. Prior to Mrs V contacting the vet's she said the dog had been off his food for a couple of days. The notes confirm that there was no blood in his diarrhoea. And while initially the prognosis was poor, he recovered well. Blood tests confirmed that he was suffering from pancreatitis.

Mrs V has told us and I accept that her dog had no further gastric symptoms until July 2023 when he became unwell very quickly.

When Mrs V contacted the vets on 7 July 2023 she reported that her dog been lethargic and then started vomiting and passing pure blood. He was admitted as an emergency and she was advised that he was "very poorly".

There's an entry in the records for 7 July 2023, made at 19.30 which says, "very similar to previous hospitalisation in sense that taking a while to fully stabilise and definitely not there at this point." I don't accept that this says his symptoms or condition are the same as in September 2022. It's just a comment that as they'd seen then they were struggling to stabilise his condition. He was a very young puppy in September 2022 and only just over a year old in July 2023

The clinical notes for 8 and 9 July 2023 show how ill the dog was and he continued to produce profuse haemorrhagic diarrhoea. On 9 July 2023 Mrs V was advised her dog was still very unwell, the vets were struggling to balance his blood pressure and anaemia and his prognosis was poor. On 10 July 2023, in the early hours of the morning, Mrs V was told his organs were failing and she should consider putting him to sleep. It was agreed that this would be done at 8.30 in the morning. During a discussion with Mrs V when she arrived at the surgery it was noted that the dog still had diarrhoea and was also jaundiced.

When responding to Mrs V's complaint C&G said that in September 2022 and July 2023 her dog presented with suspected sepsis, vomiting and diarrhoea. They say that in July 2023 he had haemorrhagic diarrhoea which wasn't present in September 2022, but "this is not an unusual complication of diarrhoea especially in a puppy so unwell."

There's no veterinary opinion to support this comment, or C&G's further comment that "The haemorrhagic diarrhoea only occurred in the second instance, however, this is a symptom,

not a diagnosis.”

The head vet from the practice who treated Mrs V’s dog, was one of the team treating him, this is confirmed by the clinical notes. So it’s unclear to me why C&G repeatedly told both Mrs V and her vet’s that they’d only accept an opinion from the ‘treating vet’ when they already had this.

The vet wrote to C&G on 8 August 2023 in support of Mrs V’s claim. She’s quite clear that in her opinion the two episodes of illness weren’t linked. She said that in September 2022 the dog suffered from inappetence, diarrhoea and vomiting. And bloodwork confirmed he’d was also suffering from pancreatitis. But the diarrhoea he passed contained no haemorrhage and he showed no signs of haemodilution.

When readmitted in July 2023, he presented with AHDS. Which is characterised by acute onset of bloody diarrhoea. She refers to a study which says this can’t be lumped under an umbrella diagnosis such as pancreatitis. So it can’t be assumed that the conditions were linked especially as there was no evidence in 2022 of any haemorrhagic diarrhoea.

I’m persuaded by the opinion of Mrs V’s vet who treated her dog in September 2022 and July 2023 that the conditions her dog was treated for on these dates weren’t linked. And C&G haven’t provided any veterinary evidence to show that they were.

So it follows that I don’t think C&G acted reasonably in treating the second claim as a continuation of the first. And they should pay the claim for the July 2023 up to the policy limit subject to any excess.

Mrs V has told us of the impact how C&G have dealt with her claim has had on her. Not only did she lose a beloved pet, but as a pensioner she was faced with having to find the money to pay expensive veterinary treatment which should largely have been covered by her policy. She’s told us she was unable to go on holiday and paying the vet’s bill caused financial strain.

C&G dismissed her vet’s opinion that her dog’s conditions weren’t linked, relying on excerpts from the dog’s clinical records which didn’t show the full picture. And the opinion of their claims handler that “haemorrhagic diarrhoea is a symptom, not a diagnosis”, when they had a clear diagnosis of AHDS from the treating vet.

I’m satisfied that C&G’s handling of Mrs V’s claim caused her unnecessary distress and inconvenience at a time when she was upset and vulnerable, and that she should be compensated for this. Having considered what happened and what Mrs V has told us I think £200 is the appropriate amount of compensation.

Putting things right

To put things right I require C&G to do the following: -

1. To pay the outstanding balance of her vet’s invoice for her dog’s treatment in July 2023 up to the policy limit of £3,000, subject to any excess, on the basis that this wasn’t linked to his September 2022 illness. Together with 8% simple interest on any amount paid by Mrs V in settlement of the invoice from the date of payment to the date of settlement.
2. To pay Mrs V £200 compensation for the distress and inconvenience she’s experienced as a result of C&G’s handling of her claim.

3. Such payments to be made within 14 days of Mrs V's acceptance of this decision.

My final decision

For the reasons set out above my final decision is that I uphold Mrs V's complaint about Casualty & General Insurance Company (Europe) Ltd and I require them to take the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 10 June 2024.

Patricia O'Leary
Ombudsman