

## **The complaint**

Ms H complains that Casualty & General Insurance Company (Europe) Ltd (C&G) declined a claim made under her pet insurance policy.

## **What happened**

Ms H had a pet insurance policy provided by C&G for her dog. The policy was taken out in January 2023.

In February 2023 Ms H took her dog to the vet as he wasn't eating and was being sick. Following advice from the vet, Ms H's dog underwent a number of tests and investigations, but sadly later passed away. Ms H made a claim to C&G for the vet treatment and investigation costs she incurred.

C&G declined the claim. They said that Ms H's dog had experienced weight loss previously, and this was a common symptom of cancer. So, they said this was a pre-existing condition before the policy started and declined the claim.

As Ms H was unhappy with C&G's position, she approached the Financial Ombudsman Service.

One of our investigators looked into things and upheld the complaint. She said Ms H wouldn't have been aware of any pre-existing conditions, therefore she said C&G should pay the claim in line with the remaining policy terms and add 8% simple interest from the date Ms H paid the vet's invoice to the date of settlement.

C&G didn't agree and asked for a final decision from 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.

Having done so, I've reached the same outcome as our investigator.

After Ms H took out her pet insurance policy, her dog became unwell and had treatment and investigation undertaken by a vet, which she is claiming the cost of. The claim was submitted as *"Suspected Cancer"*.

C&G says that there was weight loss in Ms H's dog before the policy was taken out and weight loss is one of the most common signs of cancer, so they say this was pre-existing. C&G subsequently relied on the following exclusions in Ms H's policy and declined her claim:

*"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"*

And:

*"Section 1 - Veterinary Fees*

*What is not insured?*

*As with all insurance policies, there are exclusions and conditions that apply to Your coverage. We have listed below the exclusions that apply to this section of coverage.*

- *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"*

And pre-existing condition is defined as:

*"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."*

And clinical signs are defined as:

*"Means any observable changes in Your pet's normal healthy state; condition; appearance; bodily functions and observed by You or Your Vet either visually; diagnostically; or otherwise."*

And symptoms are defined as:

*"Means any change in Your pet's normal healthy state, conduct or appearance."*

When we look at this type of case about pre-existing conditions, we take the approach that although the policy terms when strictly applied may mean a claim isn't strictly covered, it's unfair to decline a claim because a condition was pre-existing if the consumer couldn't have reasonably known when they bought the policy that there was something wrong with their pet, which likely might lead to some investigation or treatment being required.

I recognise that the vet notes indicate there was some previous weight loss in Ms H's dog after June 2021, and before this point his weight was increasing. But there was also a large gap between when Ms H's dog was last seen by the vet in May 2022, and he was then seen again in February 2023 when he stopped eating and Ms H took him to the vet, so whether there was any weight fluctuation throughout that period is unknown. But prior to February 2023 when he stopped eating, Ms H says he was eating healthily and enjoyed food and treats.

Throughout the vet's history of Ms H's dog, his weight was only noted at what appear to be routine check-ups, for example for annual booster vaccinations, and other unrelated health or medical issues. So, the weight loss itself doesn't appear to have been a reason that Ms H took her dog to the vet previously, and it was simply recorded whilst he was there for other reasons. Equally, the vets' notes don't seem to show the weight or weight loss was a concern for them either, or something which required being kept under review, needing investigation or of any other concern.

I also need to keep in mind that Ms H isn't a vet, and she would be reliant on the expert guidance of a vet for her dog's health. And Ms H's vet didn't note the weight loss as a concern. Given this, whilst Ms H's dog may have had some weight loss prior to the policy inception, I don't think Ms H would reasonably have known that this would lead to a need for treatment or investigation before she purchased the policy. So, I'm not persuaded that C&G can fairly or reasonably decline the claim on the basis the condition was pre-existing.

Furthermore, I also don't think that C&G has actually shown the weight loss was connected to the later investigation or treatment required. C&G has said that cancer can present as many different signs and symptoms, and in this case, there wasn't a concrete diagnosis, but they say weight loss is one of the most common symptoms. Equally though, weight loss could be for many other reasons too.

The treating vet also explained to C&G that the weight loss was longstanding and can't conclusively be attributed to the cancer that Ms H's dog suffered. They say his weight dropped over a nine-month period and was then stable, so they believe the weight loss was longstanding and not as a result of the cancer. They also said that the reduced weight when Ms H's dog was taken to the vets in February 2023 could also have been a result of him not eating for the previous seven days that he'd been unwell. So, I'm not persuaded that C&G has shown the weight loss was conclusively a sign of, or connected to, cancer either.

With the above in mind, I don't think it is fair or reasonable for C&G to decline the claim for the reasons and exclusions they've relied on. Therefore, I'm directing C&G to pay the claim in line with the remaining policy terms and add 8% simple interest from the date Ms H paid the vet's invoice to the date of settlement.

## **My final decision**

It's my final decision that I uphold this complaint and direct Casualty & General Insurance Company (Europe) Ltd to:

- Pay Ms H's claim in line with the remaining policy terms
- Add 8% simple interest\* from the date Ms H paid the vet's invoice to the date of settlement

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 7 May 2024.

Callum Milne  
**Ombudsman**