

The complaint

Mr S complains that Casualty & General Insurance Company (Europe) Ltd (“C&G”) unfairly declined a claim under his pet insurance policy.

Where I refer to C&G, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I’ll only summarise the key events here.

Mr S holds a pet insurance policy, underwritten by C&G. In 2023, he made a claim for the vet fees incurred in castrating his dog and for some complications which arose after the surgery.

C&G declined the claims on the basis the policy doesn’t cover the costs of castration.

Mr S didn’t think this was fair as the surgery wasn’t a routine procedure; his dog was found to have testicular cancer and the castration was a necessary medical procedure to treat and cure the condition.

C&G maintained its decision not to cover the claims. It said Mr S was advised by the vet to castrate his dog in 2020 and he would’ve been informed about the risks of not doing so. It relies on a policy exclusion for conditions which occur as a result of recommended treatment not taking place.

Mr S says it was his decision to have his dog castrated in 2020, not a recommendation from the vet. But due to the risks, he opted to have his other dog (a female) spayed instead as it was less disruptive.

Mr S raised a complaint which he brought to our Service. And our Investigator upheld it. She didn’t think C&G had applied the policy exclusions fairly given the circumstances of the claims.

As C&G didn’t agree, the complaint has been passed to me to decide.

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.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

Mr B has made a claim for vet fees for treatment of testicular cancer which is something the policy provides for. So, on the face of it, he's demonstrated that he has a valid claim.

As C&G seek to rely on a policy exclusion, the onus is on C&G to show that it applies. The relevant policy term says:

"What is not insured:

Any claim for cosmetic, elective, or routine Treatment or any Treatment which is preventive and not treating an Illness or Accidental Injury, including but not limited to the following:

- Castration in any event, even if recommended by Your Vet.*
- Any claim costs for not having any of the treatments listed above carried out if suggested by your vet."*

Looking at the vet notes, castration was suggested by the vet in 2023 as Mr S' dog's testicles had increased in size. A biopsy was taken during the surgery which confirmed the dog had testicular cancer.

As such, I'm not persuaded the surgery was for cosmetic reasons, or something Mr S elected to have done, nor was it a routine treatment. It was required to treat the testicular cancer. So I'm satisfied the first bullet point doesn't apply here.

I've looked at the vet notes from 2020 which C&G rely on to apply the second bullet point. The notes say:

18/09/2020 *Discussion about how the day procedure works, risks associated with the procedure. Went through increased risks for brachy breeds and how we work to keep this as safe as possible. Discussed bloods /fluids. Estimate given. Pre op handout given also. Explained need to starve. Explained risk of impregnating [female dog] for up to 8 weeks. Has entire female puppy pre season at home so must ensure separated if she comes into season.*

21/09/2020 *Due castration on Friday and given high chance of BOAS want to try and prevent BOAS complications such as regurg.*

22/09/2020 *Owner called. Decided not to have him castrated due to risks, will get female neutered when she is old enough instead. Op cancelled.*

I can't see anything within these notes to suggest the vet recommended that Mr S get his dog castrated. It seems to me that Mr S had taken it upon himself to arrange the surgery as he didn't want to breed his two dogs. But given the increased risks of surgery on his male dog, he opted to have the female spayed. This is in line with Mr S' version of events.

C&G say the vet *"would have advised of the health implications of not having [the castration] done"*. But this is an assumption and doesn't appear to be supported by any of the vet notes. And even if the vet did advise Mr S of the health implications, it doesn't automatically follow that the vet was suggesting the dog is castrated as required by the policy exclusion.

C&G also refers to the vet's webpage which lists the pros and cons of castration, which states *"prevention of diseases such as testicular cancer"* is one of the advantages. But the policy exclusion is for treatment suggested by a vet which isn't carried out. I'm not persuaded generic advice on the vet's website – which I have no way of knowing whether Mr S has even seen – amounts to a vet's suggestion to Mr S to get his dog castrated.

Taking all the evidence into account, I'm not satisfied C&G has shown that a policy exclusion applies so it should've paid the claim.

I've no doubt this experience would've been distressing and inconvenient to Mr S. I'm aware that he's paid for his dog's treatment himself which has caused some financial strain. As such, I intend to award compensation.

My final decision

For the reasons I've explained, I uphold this complaint and direct Casualty & General Insurance Company (Europe) Ltd to:

- pay these claims, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date Mr S paid the vets until the date he is reimbursed,
- pay £150 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 September 2024.

Sheryl Sibley
Ombudsman