

The complaint

Mrs K complains that Casualty & General Insurance Company (Europe) Ltd (“C&G”) has unfairly declined a claim under her 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.

In December 2023, Mrs K’s dog developed a corneal ulcer. She made a claim under her pet insurance policy for the cost of the treatment.

C&G declined the claim on the basis that this is a pre-existing condition. It said Mrs K’s dog has a history of eye issues including cherry eye, which occurred prior to the start of the policy. It relies on vet notes showing that Mrs K’s dog has always rubbed his eyes, which it says is a clear indicator of an underlying issue.

Mrs K raised a complaint. She says her dog never suffered from cherry eye. She provided several letters from the treating specialist confirming this was a spontaneous chronic corneal epithelial defect (SCCED) which became infected and caused progression of the disease and that it’s unrelated to the eye rubbing which was recorded seven years prior.

C&G maintained its position, so Mrs K brought her complaint to our Service. But our Investigator was satisfied C&G had handled the claim in accordance with the policy terms and hadn’t acted unfairly.

As Mrs K didn’t agree, the complaint was passed to me to decide, and I issued the following provisional decision.

My provisional decision

I’ve reached a different outcome to our Investigator. I’ll explain why.

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.

Mrs K has shown that her dog had a corneal ulcer which is something the policy provides for. So, on the face of it, she’s demonstrated that she has a valid claim.

As C&G seek to rely on the policy exclusion for pre-existing conditions, the onus is on it to show that the ulcer is a condition, or a related condition, which Mrs K’s dog has suffered from prior to the start of her policy.

The relevant policy term says:

<i>"What is not insured</i>	<i>any claim for illness or accidental injury that relates to a pre-existing condition."</i>
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The policy provides the following definitions:

<i>"Pre-existing condition</i>	<i>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."</i>
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<i>"Associated condition</i>	<i>means a condition that is either a recurring illness and/or accidental injury or lump, or related to a previous illness and/or accidental injury or lump, or caused by a previous illness and/or accidental injury or lump."</i>
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C&G has provided Mrs K's dog's medical history. It relies on the following entries:

<i>03/04/2017</i>	<i>early cherry eye right. if become established, excise at neutering @6m</i>
<i>13/04/2017</i>	<i>third eyelid keeps protruding. Rubbing eyes. Been seen by a bull breed specialist. Hard to examine tried to visualise third eyelid with local flurescein -ve. continue maxitrol dispensed by previous vets and think about underlying cause ini.</i>
<i>05/10/2017</i>	<i>eyes a bit gunky again. O been to specialist bulldog vet who prescribed maxitrol and cleared up. OR greyish seroud discharge both eyes findings: examined eyes and no trichiasis seen, conjunctiva nad, 3rd eyelids fine.</i>

C&G say there are no vet notes to indicate the removal or successful treatment of cherry eye and ocular discharge – which were affecting the same eye as the corneal ulcer – so its unable to disassociate them from the condition being claimed for.

But it hasn't provided any information to show the ulcer is as a result of the same underlying condition or is a related condition. I can't see that C&G has provided any expert opinion – either from the treating vet or its own veterinary advisors – to demonstrate the ulcer is the same or connected to the previous eye conditions. Rather, Mrs K has provided detailed letters from the treating specialist stating that the conditions are unrelated.

Mrs K says her dog never suffered with cherry eye. And I think this is supported by the vet notes. I say this because the treating vet indicated it was "early" cherry eye and wasn't yet established. It recommended removal when Mrs K's dog is neutered, but when he was later neutered there's no record of any cherry eye treatment – which indicates it never established.

In fact, ten days later, the vet records that Mrs K saw a specialist regarding the protruding eyelid and was given eyedrops. And six months later, the eyelid was described as "fine". This is the last mention of this condition and based on what I've seen, I'm satisfied it was resolved by eyedrops.

C&G also rely on mentions within the vet notes of Mrs K's dog rubbing his eyes and having ocular discharge. However, when reading the vet notes in full, I can see that the dog also has a history of rubbing his ears and losing hair which the vet described as seasonal alopecia. All these signs together indicate an allergy, which is what the vet treated the conditions as and apoquel was prescribed on all occasions. This is also supported by the treating specialist's letter which says that generalised skin allergies can affect the conjunctiva.

Ultimately, a dog can rub its eyes for a number of reasons. And without any persuasive evidence to show me that Mrs K's dog had an underlying condition from 2017 which presented itself many years later as an ulcer, I'm not persuaded C&G has proven a policy condition or exclusion applies here.

Responses to my provisional decision

Mrs K has accepted my provisional decision.

C&G has confirmed that it has no further points to raise.

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.

As neither party had any further submissions for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

My final decision

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

- pay this claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date Mrs K paid the vets until the date she is reimbursed,
- pay £150 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 25 September 2024.

Sheryl Sibley
Ombudsman