

The complaint

Miss D complains that Casualty & General Insurance Company (Europe) Ltd (“C&G”) 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.

Whilst Miss D is represented by a family member, for ease of reading, I’ll refer to all submissions having been made by her directly.

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, Miss D made a claim under her policy for her dog’s treatment and surgery associated with the removal of a lump.

C&G declined the claim on the basis the lump was first noticed prior to the start of the policy, and there is no cover for pre-existing conditions.

Miss D didn’t think this was fair and raised a complaint. She says that whilst the vet has mentioned the lump in their notes, this wasn’t clearly communicated to her at the time and was only mentioned in passing. There was no diagnosis and no treatment required at that stage. She says she wouldn’t have moved her policy to another provider had she known the lump would be a pre-existing condition.

C&G maintained its decision to decline the claim, so Miss D brought her complaint to our Service.

Our Investigator didn’t uphold the complaint. She was satisfied C&G had declined the claim in line with the policy terms and hadn’t treated Miss D unfairly.

As Miss D 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.

Miss D took out her pet insurance policy, underwritten by C&G, on 14 June 2023. The terms and conditions of the policy say:

“We will not pay...any pre-existing conditions or any claims relating to the applicable waiting period as listed in the schedule.”

The policy provides the following definition:

“Pre-existing condition means any injury, illness or behavioural disorder that your pet had symptoms of, received treatment, medication or advice for in the last 24 months before your policy start date with [C&G]”

Looking at Miss D’s dog’s medical history recorded by the treating vet, it appears the lump which has been claimed for was first noticed in May 2023. The relevant entries say:

22/05/2023 *SC mass near L axilla – feels like lipoma attached to dermis. Monitor for changes.*

05/12/2023 *Examination - OR he’s had a small lump in the L axilla for a while now. Started growing rapidly in the last 2-3 days. It is a size of the apple, surface red. It is firm, not sore in palpation.*

There is no dispute that the lump identified in May 2023 is the same lump Miss D has claimed for in December 2023. Both parties seem to accept this and, from the notes above, I’m persuaded it is the same lump.

As such, the claim relates to a pre-existing condition based on the policy definition because Miss D’s dog had symptoms of it in the last 24 months prior to the start of the policy.

I’ve thought about Miss D’s comments that the lump wasn’t clearly communicated to her at the time and was only mentioned in passing. Whilst I accept that may be the case, the lump was mentioned to her to some extent and she was aware, or ought reasonably to have been aware, that it was there.

Whilst she may not have had a diagnosis at that time or known that it would develop into something requiring medical treatment, the policy doesn’t require that to be the case in order for the condition to be pre-existing.

I appreciate this won’t be the outcome Miss D was hoping for and I don’t take lightly the financial implication my decision will have. But I can’t fairly say that C&G should pay a claim for a condition which existed prior to the start of the policy.

My final decision

For the reasons I’ve explained, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss D to accept or reject my decision before 29 October 2024.

Sheryl Sibley
Ombudsman