

The complaint

Miss C 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.

Miss C took out a pet insurance policy, underwritten by C&G, which started on 1 May 2023. In September 2023, she made a claim for her dog’s treatment and surgery associated with the removal of a cancerous 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 C didn’t think this was fair and raised a complaint. She says her dog has had several lumps in the past which were soft and fatty lipomas, but the lump she’s claiming for was a new and different type of lump which her dog didn’t have until after the policy started. She’s provided comments from her vet which she says supports that this is a completely new lump.

C&G maintained its decision to decline the claim, so Miss C 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 C unfairly.

As Miss C 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.

The terms and conditions of Miss C’s pet insurance policy say:

“We will not pay...any pre-existing conditions or any claims costs 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]”

I've been provided with Miss C's dog's medical history recorded by the treating vet. Having reviewed it, it's clear her dog has a history of fatty, non-cancerous lumps which are unrelated to the lump claimed for.

The first recording of the lump Miss C has claimed for appears to be on 19 November 2022, where the vet says:

19/11/2022 *O keeping eye on lumps she has had a long time...several lipoma-type masses on inner thighs and one RH body wall...also has firmer cystic lump on LHS body wall ~1cm to monitor.*

I'm persuaded this is the same lump Miss C claimed for in September 2023. I say this because the lump is in the same place. And when filling in the claim form, the treating vet specifically said the onset date of the condition was 19 November 2022.

Whilst the advice at that time was to monitor the lump, it's clear from the notes that this lump was different to the historic lipomas Miss C's dog was prone to getting. I say this because it was described as being "firmer" and was noted separately to the other "lipoma-type masses" which were also checked at the time.

The treating vet has provided the following comments regarding the lump:

"The above dog was treated for a grade 2 sarcoma which was biopsied and successfully removed on the 11/8/2023. In my opinion this should be considered as a new condition at that point, previous routine examinations had identified a mass but the veterinary advice had been not to investigate at that time as in their opinion it was benign. However, subsequently the mass transformed, grew and changed in character, thus initiating investigation. In my opinion the mass underwent a change from a benign mass to a neoplastic growth. It therefore seems entirely logical that these new symptoms were a new finding and therefore a new condition."

Based on this advice, I'm not persuaded that this was a new lump which appeared for the first time during the life of the insurance policy.

Rather, between the claim form and the comments above, the treating vet appears to be saying the lump was first noticed in November 2022 and was considered to be non-cancerous. But since then, it's evolved into a cancerous lump.

Whilst the treating vet may consider this to be new symptoms and a new finding, this doesn't automatically follow that it's a new condition. It's the same lump which has evolved since the policy started but the first signs or symptoms of the condition were within 24 months of the start of the policy.

For this reason, I don't think it's unreasonable for C&G to consider this a pre-existing condition. I'm satisfied it declined the claim in line with the policy terms and it hasn't treated Miss C unfairly.

I appreciate this won't be the outcome Miss C was hoping for and I don't take lightly the financial impact 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 the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 11 November 2024.

Sheryl Sibley
Ombudsman