

The complaint

Mrs R's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which was declined.

Mrs R feels that C&G have treated her unfairly.

What happened

Mrs R took out a lifetime pet insurance policy underwritten by C&G which started to run on 2 January 2024.

In March 2024 Mrs E's pet was seen by its vet for lameness in its forelimbs. Following further investigations and a second opinion from a specialist vet, Mr E's pet was diagnosed with interphalangeal joint osteoarthritis as well as hip dysplasia and spondylosis. When Mrs E made a claim on her C&G policy for them to cover the costs of investigating her pet's lameness and subsequent treatment, C&G declined it.

They said that the pet was exhibiting signs or symptoms of the illness it was eventually diagnosed with before the policy was in place. In particular they referred to notes in the pet's clinical history that set out it had been lame/limping in November 2023, which C&G said had been confirmed to them by Mrs E by telephone and again in the referral from her vet to the specialist when they said forelimb lameness had been "*waxing and waning for some time probably less than 1 year*".

Unhappy Mrs E complained to the Financial Ombudsman Service. Our investigator considered her complaint and concluded that it should not be upheld. Mrs E doesn't agree so the matter has been passed to me to determine.

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 don't uphold Mrs E's complaint against C&G. Before I explain why, I wish to acknowledge the submissions Mrs E has made. Whilst I have read them all I will not be addressing them each individually. That's not intended to be disrespectful but rather reflects the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mrs E's complaint, namely whether it was fair for C&G to turn down the claim that is the subject of this complaint.

The starting point is the policy terms. They exclude cover for any "*Illness, injury or behavioural disorders that your pet had signs or symptoms of or was treated for in the 24 months before the policy started*". So, the question for me to determine is whether on balance, Mrs E's pet was exhibiting signs or symptoms of the illness it was eventually diagnosed with in 2024 before the policy was in place.

The clinical notes for Mrs E's pet record that she was showing signs of lameness in in

November 2023, two months before the policy was taken out. This is noted on 21 March 2024 in an entry that states *"lameness owner a year, but significant since November 2023"*. The pet wasn't seen in November 2023 however. It wasn't 5 January 2024 (three days after cover started to run) that a vet did see the pet and recorded that *"front right lame after exercise"*. A note was made to say there was *"mild crepitus in both elbows spinal palp wnl no tightness in lubar area but over shoulders some muscle twitching on palp..."*

It's clear from the clinical notes that by February 2024 the pet's condition worsened. They record *"trialed antnl better at the beginning then knuckling not wanting to go go like she normally is aducting the elbow weight loss"* and *"o reports elbow is now an issue a real issue worried about pathology"* following which further investigations took place.

The condition the pet was eventually diagnosed with was both chronic and degenerative, so it would have worsened over time. As such I find it unlikely that the very first symptom of this illness presented just three days after cover engaged, particularly in light of various references to the pet presenting with either lameness or limping in November 2023. These appear both in the pet's clinical notes, in a note of a conversation Mrs E had with C&G and are supported by the vet's referral letter to the specialist in which they say forelimb lameness had been *"waxing and waning for some time probably less than 1 year"*.

Mrs E says that the limping she noticed in her pet in November 2023 was due to overexercising. But I'm not persuaded by this. As I've said, the pet was diagnosed with a chronic degenerative condition in March 2024 for which it first presented in January 2024. I think it's unlikely therefore that the symptoms Mrs E noticed in her pet herself in November 2023 were not linked, particularly because the pet was then presented to the vet with lameness just two months later (and only three days into cover engaging). And the first entry from the vet notes lameness after exercise which is consistent with Mrs E's account of her pet's condition in November 2023. As such it's clear that there's a sustained history of these symptoms in the run up to the eventual diagnosis. So, I think C&G were entitled to turn down the claim in reliance of the exclusion I've cited above and that the signs and symptoms Mr E's pet was exhibiting in November 2023 were most likely signs or symptoms of the condition she was eventually diagnosed with.

When reaching this finding, I've taken into account the evidence Mrs E's vet has provided but it doesn't change my mind. Mrs E doesn't need to be a veterinary surgeon or medically trained to notice that her pet was showing signs of limping or lameness two months before she first saw the vet. And it's clear from that vet's referral that they thought these signs were notable because they included them in the letter to the specialist vet as part of the pet's history. The fact that Mrs E's vet didn't examine or diagnose her pet with anything before January 2023 is also academic because the weight of the evidence in this case points towards Mrs E's pet presenting with signs or symptoms of its eventual diagnosis before the policy was in place irrespective of a veterinary consultation.

I note that Mrs E's pet was also taking supplements to help with maintaining pain free supple and mobile joints when it was first presented to the vet in January 2024. Mrs E says this was recommended for another of her pets a few years before, so she gave it to both pets. She says this isn't therefore supportive of her pet having a pre-existing condition. I make no finding in respect of the fact that her pet was taking these supplements because I don't think they make a difference in this case for the reasons I've set out above.

My final decision

For the reasons set out above, I don't uphold Mrs E's complaint against Casualty & General Insurance Company (Europe) Ltd

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 31 December 2024.

Lale Hussein-Venn
Ombudsman