

## **The complaint**

Mrs K'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 K feels that C&G treated her unfairly and wants them to pay her claim.

## **What happened**

Mrs K took out cover with C&G for her pet in December 2022. The policy started to run on 2 January 2023.

In July 2023 Mrs K made a claim on the policy for treatment costs to her pet. C&G considered the claim and obtained further information from both Mrs K and her vet, following which they declined the claim.

C&G took the view that the pet's condition, suspected enteropathy, was pre-existing as her pet had a clinical history of gastrointestinal issues which started before the policy was in place. Following this Mrs K's vet provided further information to C&G but C&G were unpersuaded because they felt this information contradicted what the vet had previously said.

Unhappy, Mrs K complained to the Financial Ombudsman Service. Our investigator considered her complaint but concluded it should not be upheld. Mrs K does not 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 K's complaint. Before I explain why, I wish to acknowledge the passing of her pet. I have no doubt this was very difficult for her. I also acknowledge her strength of feeling about her complaint as well as the number of submissions she's made about it. Whilst I've read everything she's said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's reflective of the informal nature of the Financial Ombudsman Service. Instead, I'll stick to crux of Mrs K's complaint, namely whether it was fair for C&G to decline her claim as they did.

The policy terms make clear that they don't cover pre-existing conditions. These are defined as any injury, illness or behavioural disorder that a policyholder's pet had symptoms of, or received treatment, medication or advice for in the 24 months before her policy start date with C&G. So, the issue for me to determine is whether Mrs K's pet was showing symptoms of suspected enteropathy before the policy was in place and whether C&G have established that on balance, this exclusion applies.

C&G say that Mrs K's pet's history prior to the policy being in place was consistent with the symptoms of suspected enteropathy. They say this is supported by its history of scavenging

and ingesting foreign bodies (which can be symptoms of enteropathy) and that on two occasions this resulted in surgery to remove them in 2022. C&G also say the adhesions left by the two previous surgeries have also been noted by Mrs K's vet as the most likely causes of the suspected enteropathy. In addition, they say that Mrs K's pet was seen for gastrointestinal issues later that year and that these continued intermittently until the pet was seen again in July 2023 for a flare up which resulted in the claim that was made under the policy.

C&G rely on the evidence they were provided with in response to their questions to Mrs K's vet about whether the suspected enteropathy was related to the pet's previous surgeries. Initially Mrs K's vet said *"although it is not possible to say definitively whether the adhesions in (the pet's) intestines were a direct consequence of his two previous exploratory laparotomy surgeries, it is most likely this was the cause"*.

C&G went back to the vet asking whether the gastrointestinal conditions noted in the pet's clinical history in June 2022 were related to the suspected enteropathy. In response to that the vet said *"Although it wasn't possible to say for certain, as we did not reach a definitive diagnosis in June 2022, it is very possible and most likely that the adhesions in (the pet's) intestines due to his previous abdominal surgeries was contributing to the symptoms seen then"*.

On the other hand, Mrs K relies on the information given later by her vet to C&G after the claim was declined which said *"...The condition of chronic inflammatory enteropathy is not connected with his historic acute episodes of intestinal obstruction which were resolved quickly and definitively by surgical removal at each instance. In that respect it is my professional opinion that his current presentation which began on 07/07/2023 should be covered by his policy..."* as well as a later statement in which the vet said *"I think therefore it would be reasonable to see his suspected chronic enteropathy and his gastrointestinal obstructions as two separate conditions"*.

I agree that the suspected enteropathy in this case was not connected with acute episodes of intestinal obstruction. But that isn't the question for me to determine here. And it's not for the treating vet to determine what should be covered by the policy. The issue for me to decide is whether the pet was exhibiting symptoms of the suspected enteropathy it was eventually diagnosed with prior to the policy being in place. In this case I think that C&G have shown that on balance either one or two symptoms that were consistent with this condition were present before the policy was taken out.

The first was the scavenging behaviour that led to the pet's surgeries. Mrs K's vet's notes set out that the scavenging behaviour is likely to have been a symptom associated with the chronic enteropathy it was eventually diagnosed with. This behaviour led to the pet ingesting two foreign bodies for which surgery was required and in July 2023 further surgery was performed based on the same suspicion and general gastrointestinal symptoms such as intermittent vomiting and diarrhoea. On that occasion no foreign body was discovered. Mrs K says that the scavenging was not linked at all to the enteropathy because this did not resolve after the treatment it was given for suspected enteropathy. As a result, she says she employed a behaviourist to address this. Whilst that might be right, I'm not certain this means the scavenging was not connected. I say so because the pet's diagnosis was for *suspected* enteropathy and couldn't be confirmed without an intestinal biopsy being performed. It was felt by the treating vet that this investigation wasn't appropriate since the pet had recently undergone surgery. What's clearer however from the pet's discharge report is that it was felt that the pet had a chronic intermittent history of gastrointestinal signs which was suggestive of a chronic malabsorptive disease. So, it's possible that the treatment given didn't resolve the scavenging because it wasn't being treated for the right condition or that the treatment itself was ineffective.

But even if I accept that the scavenging wasn't a sign or symptom of the suspected enteropathy, there is clear evidence from the pet's vet that the gastrointestinal conditions noted in the pet's clinical history in June 2022 were most likely related to the suspected enteropathy based on the vet's comments that *"it is very possible and most likely that the adhesions in (the pet's) intestines due to his previous abdominal surgeries was contributing to the symptoms seen then."* The pet's abdominal surgeries took place before the cover was in place as did the gastrointestinal issues. The pet then had further gastrointestinal issues that led to the exploratory surgery and the eventual diagnosis of suspected enteropathy. The weight of the evidence therefore supports that the problems Mrs K's pet was eventually diagnosed with stemmed from the result of at least one or both of the surgeries that took place before the policy was in place and that these resulted in further gastrointestinal issues again before cover engaged. Because of this I'm satisfied that C&G have shown that the exclusion they relied on was applicable to Mrs K's claim. As such I don't think they treated her unfairly.

Mrs K maintains that the origin of the symptoms her pet was presenting with before the policy was in place were distinct both in time and cause to those it had in June 2023. I accept that there was a break in Mrs K seeking assistance with her pet's symptoms between June 2022 and July 2023 but in Mrs K's statement to this Service she has talked about self managing her pet's gastrointestinal symptoms so this could well account for the break in time. This is supported by the clinical notes for the pet on 13 July 2023 which say *"10d history of GI signs most recently – intermittent vomiting, lethargy, diarrhoea. Has had intermittent GI signs over the last year which O usually manages at home"*.

But even if that wasn't the case, I'm not persuaded that a break in seeking veterinary assistance for what could well have progressed in that time a chronic condition mean that those symptoms weren't appearing beforehand. In addition, and for the reasons I've already mentioned, the clinical evidence I've seen does not support that the origin of Mrs K's pet's symptoms were entirely unrelated to the suspected enteropathy.

Mrs K has also said the investigator gave less weight to the evidence she obtained from treating vets after her claim was declined. There is good reason for that. It's not unusual for treating vets to support pet owners in obtaining insurance cover for their claims. In this case that's apparent from the determinations that they've sought to make about whether cover should engage, which is not a matter for them to determine. I give greater weight therefore to the evidence they submitted before the claim was declined because it was free of concern for cover being declined. In addition, neither vet has supplied any evidence to explain why the earlier comments were categorically wrong- either in relation to the intestinal adhesions and their subsequent effect on it's the gastrointestinal symptoms nor its scavenging.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 27 December 2024.

Lale Hussein-Venn  
**Ombudsman**