

The complaint

Mr H complains that Casualty & General Insurance Company (Europe) Ltd rejected a claim on his pet insurance policy and added exclusions to the policy.

What happened

Mr H took out a pet insurance policy for his puppy which started on 8 November 2023.

On 14 November 2023 the puppy was seen by a vet, who noted that the puppy “*ideally would be gaining more weight at this point*”. The puppy was seen by the vet again on 14 December and 12 January 2024, and was weighed each time.

On 23 January 2024, the puppy became very unwell. He was seen by the vet again and referred to a veterinary hospital. He was diagnosed with portosystemic shunt and required extensive treatment.

Mr H made a claim for treatment costs but Casualty & General rejected the claim, saying the signs of the condition were present during the first 14 days of the policy, and there’s no cover for something that starts during that period. It also added an exclusion to the policy for claims relating to portosystemic shunt and associated conditions, and another exclusion for all claims with respect to the liver, both with effect from 8th November 2023.

Mr H complained but Casualty & General didn’t change its decision. He then referred the complaint to this Service. Our investigator said:

- it was fair to decline the claim as signs of the condition were present during the first 14 days;
- Casualty & General should not have added exclusions to the policy, but this wouldn’t have changed the outcome of the claim and, as the policy was no longer in force, there was no further action to be taken.

Mr H disagrees and has requested an ombudsman’s decision.

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 relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

The policy terms say there’s no cover for any pre-existing condition or for any illness that occurs or shows clinical signs or symptoms within the first 14 days of the policy. The policy started on 8 November 2023, so if this was condition was present, or showing clinical signs or symptoms, within 14 days of that date, it’s not covered.

Casualty & General says the puppy's lack of growth and weight issues were a sign of the condition, and these were noted on 14 November 2023, which was within the first 14 days. Mr H disagrees. He says

- The comment in the note on 14 November 2023 isn't enough to say there were signs of the condition then.
- His dog's weight gain between November 2023 and January 2024 reflected healthy growth for a puppy and there were no signs of any illness during that period.
- The first clinical signs of the condition appeared on 23 January 2024, when his puppy became very unwell.

Mr H's vet said relying on the comment made on 14 November 2023 to decline the claim was unfair. I don't think one reference to weight on its own would be enough to show there were signs of symptoms of the condition. But I've considered what the clinical notes show.

The note in November 2023 shows there was an issue, and following this Mr H's puppy was weighed again in December and January. Casualty & General's veterinary adviser says the main signs of the condition are a failure to gain weight; from the history this was picked up on the pet's first visit and is noted multiple times; and the referral history notes that he has grown poorly. The letter from the veterinary hospital says Mr H's puppy *"had been noted to have grown poorly since the owner acquired him"*.

The condition became much worse in January 2024. But having reviewed the history I think it was reasonable for Casualty & General to conclude there were signs of the condition in the first 14 days and to decline the claim.

Casualty & General added two exclusions to the policy, one for the condition itself and another for any claims related to the liver. It was fair to exclude claims for this specific condition. But to add a wider exclusion Casualty & General would have to show there had been a qualifying misrepresentation as defined in the Consumer Insurance (Disclosure and Representations) Act 2012 ("CIDRA").

To do that, it would need to show it had asked Mr H a question about his pet's health before he bought the policy, he'd made a misrepresentation about that, and it would have done something different but for the misrepresentation. Casualty & General hasn't shown this. But the claim for this particular condition would still not have been covered and, as the policy has been cancelled, there is no further action to be taken in relation to the second exclusion.

I appreciate this was a really difficult time for Mr H. He's explained that in the end he had to make the heart-breaking decision to have his dog put down, which must have been extremely difficult. Having the claim rejected only made things worse but, for the reasons I've explained, I think the decision was in line with the policy terms and was fair.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 3 January 2025.

Peter Whiteley
Ombudsman