

## **The complaint**

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

Miss P says C&G treated her unfairly and wants them to cover her claim.

## **What happened**

Miss P took out a pet insurance policy with C&G which started to run on 11 April 2024. On 30 April she consulted a vet about a lump she noticed on her pet. The clinical notes record that Miss P noticed the lump the day before and that it was 2.5cm in diameter. Following investigation, the lump was diagnosed as a mass cell tumour for which treatment was required. Following this Miss P made a claim on her policy for the cost of that treatment.

C&G considered the claim and declined it. They said that the policy didn't cover claims for illnesses that showed clinical signs or symptoms within the 14-day waiting period of the policy start date and in this case the lump would have been evident during this time.

Miss P didn't agree. She provided evidence from her vet which supported her position that on 8 April, 3 days before the policy started to run, her pet was reviewed, and no lumps were noted on her pet. She said this supported that she wasn't aware of the lump being present during the policy's waiting period.

Our investigator considered Miss P's complaint and concluded it should be upheld. She said that based on the available evidence C&G couldn't say for certain that the lump became evident within the 14-day waiting period and therefore it was unfair for them to turn down Miss P's claim. As such she directed C&G to pay the claim together with interest at 8% per year simple from one month after the date the claim was made, until it is settled. C&G don'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 uphold Miss P's complaint.

The starting point is the policy terms. They exclude claims for illness that showed clinical signs or symptoms before the policy start date or within the 14-day waiting period. In this case Miss P consulted a vet about the lump she discovered on her pet just 6 days after the waiting period expired. The clinical notes record that she noticed the lump the day before (5 days after the expiry of the waiting period) and that it was 2.5cm in diameter.

I can quite understand why C&G feel the pet was most likely exhibiting signs or symptoms of the mass cell tumour within the policy waiting period, given the size of the lump. And I accept that the lump may well have been present during this time. But I don't think it would be fair to decline the claim on that basis in this case. I say so for two reasons;

Firstly, the evidence Miss P has presented is supportive that on examination of the pet just 3 weeks before discovery of the lump, the vet did not notice any masses on it. Secondly Miss P's evidence is that when she noticed the lump, she immediately took her pet to the vet for examination the following day. For those reasons I think that Miss P was not reasonably aware of any signs or symptoms of the eventual diagnosis in this case within the waiting period and objectively ought not to have been. Certainly, a qualified clinical professional wasn't aware of it just 3 weeks before and it's also possible the lump was present then.

In order for C&G to apply the exclusion the pet needed to be showing signs or symptoms of the illness during the waiting period. In this case I'm not satisfied that the pet was showing signs or symptoms, such that Miss P should have noticed them during this time. Because of this I don't think it's fair for C&G to apply the policy exclusion in the way that they have.

C&G have made submissions about the evidence of Miss P's vet being contradictory on the question of the level of growth of her pet's tumour. I don't think that makes a difference to the outcome of this complaint however because I accept that the lump may well have been present during the policy waiting period but for the reasons I've set out, I don't think it's fair for C&G to rely on that to turn the claim down in this case.

### **Putting things right**

C&G should pay Miss P's claim subject to the remaining policy terms as well as interest at 8% per year simple from one month after the date the claim was made, until it is settled.

### **My final decision**

I uphold Miss P's complaint and direct Casualty & General Insurance Company (Europe) Ltd to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 7 January 2025.

Lale Hussein-Venn  
**Ombudsman**