

## **The complaint**

Miss H is unhappy Casualty & General Insurance Company (Europe) Ltd (CGIE) turned down a claim she made on her pet insurance policy.

## **What happened**

In June 2024 Miss H made a claim on her policy for veterinary costs incurred in treating her dog for pancreatitis. CGIE turned down the claim. It said the policy didn't cover pre-existing conditions and it thought the vet's notes showed there were symptoms of the condition Miss H claimed for prior to the policy start date in September 2023. And it said it would be adding a retrospective exclusion to the policy covering all claims relating to the digestive system with effect from the start date.

Miss H's vet told CGIE the claim for pancreatitis didn't relate to any previous digestive issues which had affected her dog. And as the pancreas was an endocrine organ it wouldn't be caught by the exclusion for the digestive system. CGIE maintained the digestive system exclusion did apply and didn't change its decision to decline the claim.

Our investigator didn't think CGIE had shown that episodes of diarrhoea and vomiting which were recorded in the vet's notes prior to the policy start date were linked to the condition Miss H subsequently claimed for. So she didn't think the exclusion for pre-existing conditions applied. And she didn't think pancreatitis was caught by the retrospective exclusion for digestive conditions CGIE had applied to the policy.

She said CGIE should settle the claim in line with the remaining terms of the policy and pay Miss H interest at 8% simple on any veterinary fees she'd paid which should have been covered by the policy from the date of payment to the date of settlement. And it should also pay Miss H £100 in recognition of the distress and inconvenience she'd been caused as a result of her claim being wrongly declined.

Despite repeated chasers CGIE didn't respond to her view. So the case was moved for a final decision by an Ombudsman and allocated to me. While I was considering it CGIE did respond and accepted what our investigator had said. However, given the time taken for that to happen I think it's appropriate I still reach a decision to bring finality to the matter.

## **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 rules and industry guidelines say CGIE has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

As CGIE has now accepted the outcome our investigator reached it's no longer in dispute it wrongly turned down the claim Miss H made. But for completeness I agree it hasn't shown the exclusions it relied on apply to her claim.

I appreciate the policy doesn't cover pre-existing conditions which it defines as "*any diagnosed or undiagnosed condition and/ or associated condition which has happened or has shown clinical signs or symptoms of existing in any form before the policy start date or within the waiting period*". And it's clear Miss H's dog had suffered from a number of incidents of vomiting and diarrhoea prior to the policy start date.

However, no underlying cause is recorded for those episodes some of which date back many years. And the most recent incident appears to have been successfully treated with antibiotics. Miss H is recorded as describing her dog as a "scavenger" so that seems a likely cause of these issues. In any event the symptoms which prompted Miss H to take her dog to the vet in June 2024 (following which pancreatitis was diagnosed) were different. She's recorded as saying her dog "*had suddenly become lethargic and reluctant to stand*". Miss H's vet then said in her view the treatment for pancreatitis "*does not relate to any previous digestive issues [dog] has had*". I'm not satisfied CGIE has shown the exclusion for pre-existing conditions applied to the claim Miss H made.

The policy does say if CGIE are "*made aware of any Pre-existing Conditions at the time of a claim, these Pre-Existing Conditions will not be covered and We reserve the right add a relevant endorsement(s) to Your Policy in respect of these Pre-Existing Conditions.*" I understand it's relied on that clause when adding the exclusion for the digestive system. I'm not convinced that's fair in the circumstances of this case. But I don't need to reach a view on that because CGIE can in any event only apply the exclusion if it shows the pancreatitis impacting Miss H's dog was a digestive rather than an endocrine issue. And the only veterinary evidence is that of Miss H's vet who said it was an endocrine illness. So I don't consider CGIE can rely on this exclusion in any case.

CGIE (as it's now agreed to do) will need to pay the claim in line with the remaining terms and conditions of the policy (including the excess and applicable policy limits). It will also need to pay interest at 8% simple on that amount from the date Miss H paid her vet to the date of settlement. I also agree the decline of her claim will have caused some unnecessary distress and inconvenience for which CGIE should pay her £100.

### **My final decision**

I've decided to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 5 March 2025.

James Park  
**Ombudsman**