

## **The complaint**

Mr W is unhappy Casualty & General Insurance Company (Europe) Ltd turned down claims he made on his pet insurance policy.

## **What happened**

In August 2024 Mr W's dog (C) received emergency treatment following head swelling and severe discomfort. Mr W claimed on his policy for the cost of that and for further investigation and treatment of C's condition. CGIE turned down the claim. It said the policy didn't cover pre-existing conditions. It recognised C's condition was caused by a severe reaction to antibiotics but the reason they had been prescribed was for the treatment of recurrent skin problems which had been present prior to the policy being taken out in November 2023. Mr W provided evidence from the treating vet which confirmed C's condition resulted from a drug reaction. CGIE didn't change its position.

Our investigator agreed the reaction to the antibiotics wasn't something C had suffered from prior to the policy being taken out. However, the definition of pre-existing condition in the policy included a condition that was related to a previous illness. And in this case as the antibiotics were being administered to treat a condition that was present prior to the policy being taken out he thought CGIE had correctly concluded the condition was pre-existing and fairly turned down the claim.

Mr W didn't agree. He didn't think it was reasonable to interpret the policy term in that way; if he'd been given pain relief for bruising and suffered a reaction to that medication a doctor wouldn't say that was related to the bruising. And he said the antibiotics in this case could have been given for many different reasons that were unrelated to C's pre-existing condition. So the initial illness had made no difference to the eventual outcome. He didn't think it was fair to say there was a direct relationship between the initial skin condition and the subsequent treatment for a drug reaction. And he provided further comments from the treating vet who reiterated that the treatment was for an acute drug reaction unrelated to the skin problem.

So I need to reach a final 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 rules and industry guidelines say CGIE has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mr W's policy. This does cover "*Treatment carried out by a Vet for treating an Illness or Accidental Injury suffered by Your pet whilst insured with Us*". But it doesn't cover "*Any claim for Illness or Accidental Injury that relates to a Pre-existing Condition*". And the policy defines a pre-existing condition 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”.*

I don't think it's in dispute that prior to taking out the policy (and subsequently) C has suffered from recurrent skin problems including pyoderma (a bacterial skin infection). But I also think it's clear the treatment C received in August 2024 wasn't for that condition; it was for a reaction C had to a drug he'd been prescribed which hadn't previously taken place. So I don't think that condition in itself was one which affected C prior to the policy start date.

But the definition of pre-existing cover includes 'Associated Condition' That's defined as “a Condition that is either a recurring Illness and/or Accidental Injury or Lump; or related to a previous Illness and/or Accidental Injury or Lump; or caused by a previous Illness and/or Accidental Injury or Lump”. And in this case the reason why C was prescribed the drug he subsequently had a reaction to was for the treatment of a skin problem which affected him before the policy was taken out.

Mr W has given an analogy of what a doctor might say in a medical context. However, he hasn't provided an actual doctor's opinion on that. And I'm not persuaded in the example he gives those conditions would necessarily be unrelated. In any case it's the circumstances of this claim I need to consider in deciding whether CGIE has acted fairly.

In relation to that I accept the antibiotics could have been prescribed to treat a different condition. If that was something C hadn't suffered from prior to the policy being taken out the claim would likely have been covered. However, the difficulty for Mr W is that isn't what happened here; it's clear the antibiotics were prescribed to treat a pre-existing condition. I don't think the fact an alternative outcome could be reached if the circumstances were different impacts the decision CGIE has made on this case.

I've also reviewed the comments from Mr W's vet. In their most recent email the vet says “*the treatment of this acute drug reaction should be covered as it is unrelated to his allergic skin disease*”. But the vet doesn't explain why that is. And the previous reports they produced do confirm C had suffered from a drug reaction to amoxicillin which I understand was the drug prescribed to treat the pyoderma which affected C prior to the policy being taken out.

And I think it's accepted Mr W was aware C had that skin condition prior to taking out the policy. I appreciate he wouldn't have known C would suffer a reaction to the amoxicillin which was subsequently prescribed. But pyoderma is a common condition in dogs and I don't think Mr W could have thought that condition might not require further investigation or treatment at the point he took the policy out; the pyoderma had been diagnosed only a few months prior to that and there had been ongoing issues impacting C's skin since then.

So for the reasons I've explained I think CGIE was correct to say the exclusion for pre-existing conditions applied. And I don't think it was unfair of it to rely on that to turn down the claim Mr W made.

## **My final decision**

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 March 2025.

James Park  
**Ombudsman**

