

The complaint

Mrs B complains that Casualty & General Insurance Company (Europe) Ltd (C&G) unfairly declined a claim under her pet insurance policy.

Mrs B is represented. For ease my reference to Mrs B includes comments from her representative.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

Mrs B holds a pet insurance policy, underwritten by C&G, effective from 14 July 2023.

In October 2024, a claim was submitted for the associated vet fees as Mrs B's dog had been diagnosed with myxomatous mitral valve degeneration (MMVD) when investigations were being made into why Mrs B's dog was collapsing periodically.

But C&G declined the claim. It said Mrs B's dog had suffered from a heart murmur prior to the policy inception and there hadn't been a 24-month period without symptoms, treatment, medication, or advice. It believes the heart murmur is linked to the MMVD and therefore it said this was a pre-existing condition which is excluded under the policy terms.

Mrs B said whilst she was aware of the heart murmur, her dog had received no treatment for it. It was monitored annually during routine check-ups. Mrs B said it was only during an appointment with a specialist that she was told the heart murmur had progressed and could need further investigation.

C&G clarified that Mrs B's dog had shown symptoms of the heart murmur in the past even if the dog hadn't been treated for it, and as this condition was present before the policy started, there was no cover for it.

I can see there was back and forth between the parties, with Mrs B disputing the claim decline and the rationale for it. She was also unhappy C&G weren't responding to each point that had been raised. C&G maintained their position of declining the whole claim in their complaint final response letter (FRL).

Mrs B, unhappy with C&G's response, brought her complaint to our Service. In summary our Investigator said there was clearly two conditions Mrs B's dog was being seen for, the periodic collapsing and the heart murmur. She felt it was fair for C&G not to pay the associated costs regarding the MMVD as a heart murmur is a symptom of MMVD and the vet has linked these together, so it fell into the category of a pre-existing condition.

However, she did feel that the claim submitted to C&G was for a cardiology consultation and an echocardiology and although it was related to the heart murmur it was also part of the investigation into the collapsing episodes. So, she felt C&G should pay the associated costs or if not possible pay 50% of the invoice. In addition, pay 8% simple annual interest on the

claim settlement from date of the claim decline to the date C&G make payment. And award Mrs B £200 compensation for the distress and inconvenience caused.

C&G accepted and said they would pay 50% of the invoice as it couldn't be broken down.

Mrs B has not accepted. Mrs B has sent in a detailed response, much of which reiterates information she already said, but in summary she still feels that the investigation her dog was sent to the specialist for was for the collapsing episodes only. The fact MMVD was diagnosed is incidental and ultimately the collapsing episodes were still undiagnosed. So, she doesn't feel it's fair for the pre-existing condition exclusion to still apply and the full claim should be paid.

The complaint has been passed to me, an Ombudsman, to make 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.

Firstly, I can see since Mrs B brought her complaint to our Service, her dog has sadly passed away. I send my condolences to her at this difficult time. I can appreciate that still dealing with this complaint is not making that any easier to come to terms with.

The relevant rules and guidance require businesses to handle claims promptly and fairly, provide information on the claim's progress, and to not unreasonably reject a claim.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

Mrs B has shown that her dog was seen by her vet on 1 March 2024 because of a collapsing episode. The vet notes record that they discussed possible causes being vascular incident, heart worsening (although always been grade 3), vestibular, organ dysfunction etc. The vet recommended bloods and a heart scan in the near future. Mrs B at that time agreed to the bloods but not necessarily the heart scan at the time.

On 24 September 2024 Mrs B's vet sent an email to book Mrs B's dog for a cardio appointment. And this took place on 30/09/2024.

Mrs B's dog was seen by the specialist on 30 September 2024. The report that followed clearly says the dog had been referred for further investigations into the collapsing episodes and the heart murmur. I am satisfied on the evidence I have that the dog was referred for both matters not just the collapsing episodes. It was at this appointment that Mrs B dog was diagnosed with MMVD, and this heart disease was at stage B1 (the mildest stage of the disease). The specialist says this explains the heart murmur but does not explain the collapsing episodes. I am satisfied that Mrs B has shown there is a valid claim.

As C&G seek to rely on a policy exclusion, the onus is on it to show the exclusion applies. The policy states that when purchasing the policy *"that pre-existing conditions won't be covered. This includes any subsequent/future treatment for the same event"*.

The policy defines "pre-existing condition"

“means any injury, illness or behavioural disorder that your pet had symptoms of, received treatment, medication or advice for in the last 24 months before your policy start date with...”

The policy provides the following definitions:

“Illness means any sickness, disease, illnesses or any changes to your pet’s normal everyday health and not caused by an accident.

“Signs or Symptoms” means any changes to your pet’s normal, everyday healthy state; it’s physical appearance; its bodily functions or behaviour; observable visually, diagnostically or otherwise”.

“Treatment” means any examinations, consultations, advice, tests, scans, x-rays, prescribed medications, surgeries, hospitalisation, nursing care your pet has undergone following the recommendation of a vet and carried out by a vet.”

In summary C&G has said Mrs B’s dog was diagnosed with a heart murmur in 2018. From the specialist report it acknowledges that the diagnosis of MMVD explains the heart murmur. So, it said this was pre-existing prior to the purchase of the policy and there hadn’t been a period of 24 months without this symptom being observed, therefore it declined the claim.

I agree with our investigator that it was unfair for C&G to refuse the claim in its entirety. Mrs B’s dog had two conditions that had been referred to the specialist albeit to possibly rule out why the dog was having the collapsing episodes. I understand Mrs B disagrees that the referral to the specialist was for two conditions but that is what is recorded, and I don’t have any other evidence to contradict it.

The specialist linked the heart murmur to the diagnosis of MMVD. So, I have gone onto consider the pre-existing term of the policy and considered the medical history where the heart murmur was recorded.

The policy was inceptioned in July 2023, During the prior 24-month period, the heart condition was being monitored, and the vet medical notes show she was given advice about it i.e.to get the heart scanned. I am satisfied this was advice and that it’s fair to rely on the pre-existing condition in these circumstances.

So, whilst I appreciate the invoice for the claim was for cardiology consultation and an echocardiography this was also for investigating the collapsing episodes Mrs B’s dog was suffering with. And the specialist recommended that they would see Mrs B’s dog in a further six months given how sporadic the episodes were.

The report clearly says that the one condition diagnosed doesn’t explain the other so I can’t say it’s fair for C&G to apply the exclusion to the whole claim. There is no evidence to suggest the collapsing episodes were related to the heart murmur/MMVD. I therefore will be directing C&G to pay part of the claim.

I have listened to Mrs B’s comments regarding her concerns that her dog couldn’t have further investigation because of the denied claim. I empathise with her feelings on this matter, but I have had to consider the specialist didn’t recommend seeing the dog for a further six months. It acknowledged that the episodes were sporadic and if the event happened again for Mrs B to take a video for them. I have also seen when Mrs B’s dog did become unwell, she was able to take him to the vet. So, I don’t agree that the rejection of the claim stopped further investigation into collapsing episodes.

However, ultimately and understandably this claim decline has caused Mrs B distress and inconvenience. I will be directing C&G to pay £200 compensation in recognition of the distress and inconvenience caused for unfairly declining the full claim and not considering the costs associated with trying to get a diagnosis for the collapsing episodes.

Putting things right

I direct Casualty & General Insurance Company (Europe) Ltd to:

- Pay 50% of the claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum on the settlement amount from the date the claim was paid to the date of settlement.
- Pay compensation of £200 for the distress and inconvenience to Mrs B for declining the full claim incorrectly.

My final decision

For the reasons I've explained, I uphold the complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 August 2025.

Angela Casey
Ombudsman