

## **The complaint**

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

Miss H says C&G treated her unfairly.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on giving my reasons for my decision.

In March 2025 I considered Miss H's complaint against C&G. Following this I asked the investigator to write to both parties in the following terms:

*"The Ombudsman has considered Miss H's complaint and the position (C&G) have taken in relation to it. Her view is that it is clear from the current evidence supplied by Miss H that the cause of the skin problems experienced prior to the policy being in place by her pet is currently unknown and subject to investigation. This is supported by ('C&G's) own in house vet's evidence.*

*The onus in this case is on (C&G) to prove that the pet was exhibiting signs or symptoms of the problem Miss H was claiming for, namely hypothyroidism. (C&G) have relied on a variety of symptoms, all of which seem to remain despite the treatment of that condition. On that basis I'm not satisfied that (C&G) have been able to prove that, on balance, the pet was exhibiting signs or symptoms specifically of hypothyroidism as the problems it still has are still being investigated.*

*Because of this the Ombudsman is minded to uphold Miss H's complaint and direct that (C&G) pay the claim, subject to the remaining policy terms plus interest at 8% per year simple from 4 weeks after the claim was made until it is paid. In addition she intends to direct that the exclusion applied to the policy be removed."*

The investigator did so and asked the parties whether they wished to provide any further comments or evidence in response to my provisional view of Miss H's complaint or whether they accepted what I'd said. C&G did not respond but Miss H did.

Miss H said she accepted my provisional findings and said her pet is now doing well on steroids and its blood levels are stable so she feels the current treatment is heading in the right direction. She also supplied copies of the invoices she says C&G have not paid so far which amounts to around £2,700. Miss H says these show the considerable additional veterinary work that has gone into investigating the cause of the complex problems her pet was experiencing.

## **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 remain of the view that Miss H's complaint should be upheld for the reasons I put to both parties in my provisional findings by email.

As I said, in this case the onus was on C&G to show that the pet was exhibiting signs or symptoms of the problem Miss H was claiming for, namely hypothyroidism. And the evidence I'd seen from Miss H's specialist was that these symptoms still remained despite treatment for hypothyroidism being given. C&G's own vet accepted that cause of the skin problems experienced by the pet prior to the policy being in place were unknown and not related to hypothyroidism so the conclusion reached by C&G that the condition was pre-existing was not appropriate in my view, largely because the problem was still being investigated.

C&G aren't entitled to turn down a claim for a condition that is unknown and still being investigated unless they can show that the signs or symptoms were pre-existing. The symptoms Miss H's pet had haven't been proven to be symptoms of a pre-existing illness because the cause of that illness is not known and the evidence of the specialist that saw the pet disputes that the earlier skin problems were in any way related to the current symptoms they'd been asked to consider. So, C&G should have covered Miss H's claim. For that reason, C&G should put things right by paying her claim subject to the remaining policy terms, plus interest at 8% per year simple from 4 weeks after the claim was made until it is paid. In addition, they should remove the exclusion they placed against the policy.

I note that Miss H says her pet is doing much better now that it is taking steroids, and its blood levels are stable. The pet's veterinary specialist produced a report saying the symptoms her pet had prior to the policy being in place were unrelated in January 2025 and recommended further investigations. I don't know what those investigations revealed that led to the treatment Miss H was prescribed for her pet, which seems to be working. C&G will need to review the diagnosis given by the specialist, if any, to determine whether the condition was related to the previous symptoms that were in place prior to the policy starting. If so, then they will be entitled to decline any future claims beyond that diagnosis but not until it was received because it's clear that up to that point, a connection could not be made between the pet's earlier symptoms and the problems it was being investigated for.

### **Putting things right**

C&G should:

- pay Miss H her claim subject to the remaining policy terms.
- pay Miss H interest at 8% per year simple from 4 weeks after the claim was made until it is paid.
- Remove the policy exclusion they applied.

C&G will not be entitled to determine that the claim should be declined as pre-existing based on its final diagnosis until that diagnosis is known because the investigations up to that point do not support the claims in relation to those costs are for the investigation of a pre-existing condition.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept

or reject my decision before 23 May 2025.

Lale Hussein-Venn  
**Ombudsman**