DRN-5529183

The complaint

Ms R complains about Casualty & General Insurance Company (Europe) Ltd's decision to decline a claim she made on a pet insurance policy.

What happened

Ms R took out a pet insurance policy on 14 January 2025. On 5 February 2025 Ms R took her cat, Z, to the vet as she'd noticed her appetite had changed and she'd become bad tempered. The veterinary notes from that appointment record that Ms R had said Z had been losing weight. The vet discovered Z had enlarged mammary glands with two large masses observed alongside some swelling. It was recommended these be investigated and removed as mammary gland cancer was suspected.

Ms R made a claim to Casualty & General to cover the cost of the operation and associated treatment.

Casualty & General declined the claim as it said an exclusion applied for conditions or illness which were present before the policy started or occurred in the first 14 days of the policy. It said the veterinary evidence supported that due to the size of the masses they were unlikely to have only developed in the eight days between the end of the 14-day waiting period after the policy started, and the day Ms R took Z to the vets. It also said the reference to Z losing weight and the swelling noticed by the vet shows that Z was exhibiting signs or symptoms of the condition within the 14-day waiting period.

Our Investigator looked at Ms R's complaint but didn't think it should be upheld. He said he thought Casualty & General had acted fairly in declining the claim based on the veterinary evidence available.

Ms R disagreed and asked for an Ombudsman's decision. In doing so she explained that prior to taking Z to the vets she herself had suffered ill health and had been dealing with other serious family issues. She explained she wouldn't have been in a position to notice anything being wrong with Z and therefore took the policy out without knowledge of any illness Z may have had.

She also added that Z never liked being touched on her abdomen so she wouldn't have felt the masses in that area. Z had not been ill previously and as such had never been taken to the vets for anything other than routine vaccinations. She only took Z to the vets as she noticed a change in her appetite and behaviour which had only just started. Ms R also added that sadly Z had to be put to sleep a while after the surgery took place due to complications from the surgery.

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 would like to express my condolences to Ms R on Z's passing. I understand this would have been upsetting for her.

My role is to consider the evidence presented by all parties to reach what I think is a fair and reasonable decision based on the facts of the case.

Casualty & General have relied on the following policy terms to decline Ms R's claim:

Under the title *"What you are NOT covered for" it says:*

… "x Any pre-existing condition.
x Any claim made within, or relating to the applicable waiting period".

The policy provides the following definitions

"Pre-existing condition

Means any diagnosed or undiagnosed condition, related condition or bilateral condition which has happened or has shown signs or symptoms of existing in any form in the last 24 months before the policy start date or within the waiting period. We can start covering some conditions again if they haven't needed - or been recommended to have - treatment from you or the vet in the last 24 months. If a vet says a condition does need treatment during this time, and you delay getting it, we won't cover that condition. We do not cover any pre-existing chronic conditions; for example, diabetes, arthritis and epilepsy".

"Waiting period

Unless your pet was insured by another insurer up to the start date of your policy, means a period of 5 days from the start date for an accident or injury that occurs and 14 days from the policy start date for all other events".

In order to conclude Casualty & General have fairly declined the claim. Given the policy terms, I need to be satisfied, based on the evidence available to me that Z's condition, more likely than not, either existed prior to the policy starting or it would have shown signs or symptoms in the first 14 days of the policy.

I've considered the veterinary evidence provided by both Z's treating vet. And the opinion provided by Casualty & General's vet on the circumstances Z presented with and whether they believe it is likely the masses existed and would have been noticeable prior to the policy start date or within the 14-day waiting period.

Z's treating vet recorded post surgery that the two larger masses were found to be 7cm and 5cm in diameter respectively. And, they also note smaller masses were found on other glands during the surgery ranging from 0.5-0.8cm in diameter.

Casualty & General has provided evidence which concludes that masses in cats are considered large if they are bigger than 3cm in diameter. And they are more likely than not, detectable when they are that size. The vet has also given their opinion that it is unlikely masses of this size have developed over a 2–3-week period. I read this to mean they are referring to the period after the policy started and when Ms R took Z to the vets.

I appreciate Ms R has said mammary gland cancers can grow rapidly, however I am more

persuaded by the opinion of Casualty & General's vet here. They can be considered an expert in their field, and I can't see any reason why their opinion, which they have reasoned, is obviously wrong.

Based on the evidence available to me, I do think it is more likely than not Z's masses existed when Ms R took the policy out. So, for this reason, they can be considered a pre-existing condition. This would mean, when considering the policy terms, that Casualty & General would be entitled to decline Ms R's claim.

However, I've also considered whether Ms R's lack of knowledge of the masses when she took out the policy means it would be unfair for Casualty & General to rely on the policy exclusion to decline the claim. In this case, while I naturally sympathise with what Ms R has explained she has been through and how her ill health has impacted her, I don't think it would produce an outcome that is fair and reasonable in all of the circumstances to direct that this should override the policy terms on this occasion.

I've considered that even though Ms R has explained Z didn't allow her to touch her abdomen so she wouldn't have been able to feel the masses previously, the vet notes do record there to be noticeable swelling in the area around one of the masses. The notes also record that Ms R said Z had been losing weight – so this suggests this is an observation that would have been made over a period of time, not simply a few days. So I think it is more likely than not that signs and symptoms would have existed, and Z's condition wouldn't have been completely undetectable.

I understand Ms R disputes what the vet has recorded about Z losing weight as opposed to having lost weight however I generally find vet notes to be more persuasive. Vets are required to keep true and accurate records of what has taken place, and the notes are generally recorded at the time of the event and without influence from other matters. If Ms R thinks they are incorrect this this is something she would need to take up with the vet. If they later change their records, then she would need to provide this information to Casualty & General for it to review.

Based on all the evidence available to me, I think Casualty & General has acted fairly and reasonably, and in line with the policy terms and conditions when it declined Ms R's claim. I won't therefore be asking it to do anything more.

My final decision

My final decision is that I do not uphold Ms R's complaint against Casualty & General Insurance Company (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 3 October 2025.

Alison Gore
Ombudsman