

The complaint

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

What happened

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

Miss G holds a pet insurance policy, underwritten by C&G effective from 27 October 2023.

In October 2024, Miss G made a claim for her dog's dental treatment.

But C&G declined the claim. It said Miss G's dog had previous dental treatment in May 2023, so the claim was declined as the condition was deemed as pre-existing under the policy terms, which exclude cover for any condition with symptoms, treatment, medication, or advice in the 24 months prior to the policy start date of 27 October 2023.

Miss G raised a complaint which she brought to our Service. And our Investigator didn't think that the latest dental treatment that led to the claim has been evidenced that it was related to or associated with the May 2023 dental episode. So, he felt the claim should be paid to Miss G with 8% simple interest and awarded £100 compensation for distress and inconvenience.

Miss G accepted our Investigator's outcome. C&G didn't and requested it be reviewed by an Ombudsman.

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 industry rules and guidance say insurers must deal with claims promptly and fairly and support their customers in making claims. They should 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.

The policy covers vets' fees but there is no cover for pre-existing conditions. This is not unusual, and pet insurance generally wouldn't cover something that was present before the insurance started.

A pre-existing condition is defined in this policy as *"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..."*

Miss G's policy started in October 2023. So, if the claim Miss G made was for an illness that her pet had symptoms of, or for which it received treatment, medication or advice during the previous 24 months, the exclusion would apply.

The treatment claimed for was for periodontal disease and her pet had been treated for dental treatment in the 24 months before the policy started. So, on the face of it, the exclusion would apply.

Miss G's vet said issues the dog experienced in October 2024 is a separate episode and should be covered under the policy. The episode in May 2023 was treated by extracting the effected teeth. The vet confirms at discharge Miss G's dog did not have active periodontal pathology in the teeth that remained. I also note the vet recorded on 3 August 2023 that Miss G's dog seemed more comfortable and happier in herself since the dental treatment.

After the policy was taken out in October 2023, the medical history is recorded as:

- *14 December 2023, dental health ok for age some tartar, and her gums were mostly ok*
- *8 June 2024, MMs pink, teeth fairly good given age*
- *10 July 2024, "teeth marked" dental dz as before*
- *3 September 2024, mm p+m, dental disease as prev*
- *10 October 2024, oral examination reveals significant tartar and dental disease especially in the back teeth*
- *17 October 2024 full mouth x rays taken and teeth extractions were carried out*

C&G then received a claim for dental disease in October 2024. Whilst there are similar symptoms to those experienced in May 2023, it's not enough to simply say there is a connection. C&G need to show, on balance, that they're connected. I am not persuaded C&G have done this. I say this because Miss G's vet has provided additional information.

It has noted all dental disease that was present previously was treated in May 2023, and the dog was left with teeth that were healthy. The vet further noted the dental treatment carried out in October 2024 was for a new dental disease that developed since the dental treatment in May 2023. And importantly, the vet noted the dental disease treated in October 2024 did not exist at the time of the May 2023 dental treatment, and the current claim isn't linked to the May 2023 claim.

After our Investigators opinion on this complaint, C&G responded, in summary it said periodontal disease is chronic, progressive and irreversible condition once it passes the gingivitis stage. It also noted the vet notes referred to dental disease 'as before' and 'as previous' it therefore believes this is explicit acknowledgement of reoccurrence of the same disease not a new condition.

This information was shared with Miss G's vets for its response.

In summary it has said extraction of diseased teeth is recognised as definitive treatment allowing complete healing of the surrounding bone and soft tissue. Post operative radiographs confirmed no residual periodontal pockets >3 mm, mobility or alveolar bone loss affecting the remaining dentition. Charting recorded those teeth as Stage 0 (healthy) or Stage 1 gingivitis only, which is fully reversible. At discharge the dog did not have active periodontal in the teeth that remained.

Regarding the chronic nature of this disease. Mis G's vet said it is correct once periodontitis affects a specific tooth the attachment loss is irreversible, however the pathology is localised

to the affected tooth and after extraction the infection is eliminated. Whether new disease develops elsewhere depends on plaque control, age, breed and other risk factors, and is therefore possible but not inevitable. The vet has confirmed the dog's teeth were at worst stage 1 in May 2023.

The vet has explained the interpretation of its notes regarding 'as before' and 'as previous' recorded on the 10 July and 3 September 2024 notes, is an electronic template indicating discussion of a condition already recorded earlier in 2024 and it does not refer to the extractions in May 2023.

I have considered all the arguments put forward by both parties. I am persuaded by the further information provided by Miss G's vet. From what I've seen Miss G's dog had no more problems with its teeth for over 12 months after the May 2023 extractions. The extractions addressed all the disease present, and the remaining teeth were left in good condition, and older dogs are predisposed to dental disease.

I appreciate C&G's comments about the vet's notes mentioning 'previous disease' but the vet has given a plausible explanation.

So, in summary, the vet's additional comments above and the medical history doesn't indicate Miss G's dog has had symptoms, received treatment, medication or advice in the previous 24 months before the policy started, for the October 2024 dental condition. There isn't any persuasive evidence to suggest Miss G was aware or ought to have been aware of any dental issues with the remaining teeth when she took out the policy.

On the evidence available, I'm not persuaded that C&G has satisfactorily shown that the dental treatment of October 2024 is the same or linked to the dental treatment in May 2023. So, it follows that I'm not satisfied it's applied the policy exclusions for pre-existing or recurring conditions fairly.

I will also be directing C&G to pay Miss G £100 compensation for the impact of the claim being declined causing unnecessary worry and inconvenience.

Putting things right

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

- Pay this claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date Miss G paid the vet until the date she is reimbursed,
- Pay compensation of £100 for the distress and inconvenience Miss G has no doubt suffered as a result of having her claim incorrectly and unfairly declined.

My final decision

For the reasons I've explained above, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 28 July 2025.

Angela Casey
Ombudsman