

The complaint

Miss W'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 W says C&G treated her unfairly.

Miss W is helped by a representative in this complaint, but I shall refer to all submissions as being her own for ease of reference.

What happened

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

Having done so, I agree with the conclusions reached by the investigator and don't uphold Miss W's complaint. Before I explain why I wish to acknowledge the volume of submissions made by Miss W in this complaint and her strength of feeling about it. Whilst I've read everything she's said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll stick to the crux of Miss W's complaint, namely whether it was fair for C&G to decline her claim in this case.

These are my reasons for my decision:

- The starting point is the policy terms. They don't provide cover for pre-existing condition which are explained to be "*...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 (C&G).*" The policy also excludes any illness which first showed signs or symptoms in the first 10 days of cover. In this case I need to determine whether C&G have, more likely than not, been able to establish these exclusions apply to Miss W's claim.
- The policy started on 25 August 2023. Four days before, the pet was seen by a vet for problems with its posture and gait that suggested a problem. The clinical notes record the pet was lifting its back leg up, tucking its rear end in when walking, that its back was slightly hunched and that it was dipping down on the right side. Two days later the pet was seen again, and it was recorded that it was a bit hunched, trembling and panting and had bad pain in its lumbo-sacral area. The notes record that Miss W was offered a referral to a specialist at the time, but she declined that. A year later the pet was diagnosed with IVDE in November 2024. The clinical notes at that time record that "*the history and clinical signs were suggestive of an intervertebral disc extrusion in the thoracolumbar area*" and that an "*MRI of the thoracolumbar area showed an*

intervertebral disc extrusion” on the pet’s right side. There is further reference to the pet having had a similar episode as the one it was seen for initially in November 2024 in the pet’s clinical notes but that the pet did not see a vet at the time. The onus is on C&G to show that the exclusion I’ve set out above is applicable to Miss W’s claim. In this case I think that on balance, C&G have been able to establish that Miss W’s pet was showing signs or symptoms of the problem it was treated for in November 2024 before the policy was in place. I say so because the pet was diagnosed with a degenerative spinal condition and it was seen for problems with its spine a year before.

- Miss W says the problem the pet was seen for in August 2023 was unconnected to its eventual diagnosis of IVDE and has provided evidence in the form of a letter from her vet confirming this. The letter from the vet attributes the problem to an injury. But I’m not persuaded by this. The account of the vet suggesting injury was written after the claim was declined. The clinical notes at the time however record that the pet had tried to jump up on the sofa and when going back down it was lifting its back leg. But they don’t record a physical event where an injury was caused as I would expect if this were the case. Rather the suggestion is that the pet had problems jumping onto the sofa. As no thorough investigations were undertaken at the time, the clinical notes record the problem as *“likely soft tissue injury”*. But the next notable event on the pet’s clinical notes following the problems it had in August 2023, is for the investigation and treatment of IVDE. In my view this supports that the pet was most likely showing symptoms of this problem in the previous year.
- Miss W’s case is that the pet had IVDE in November 2024 and this is distinct from its soft tissue injury. IVDE which is the rupture of the jelly like centre of a spinal disc that is likely caused by disc degeneration over time. Given that IVDE is a degenerative, it’s more than likely the pet was suffering from it for some time before it was seen by the vet in November 2024. Certainly, there is evidence in the clinical notes to suggest that the pet had a previous similar episode as the one it was seen for in November 2023 but that it was not seen by a vet for this. What’s not clear from the notes is when this was. Either way it is suggestive that the problem didn’t materialise suddenly, but rather over time, as I would expect with a degenerative process. Taken together with the spinal problems it was experiencing prior to cover being in place and the vet’s reference to *“the history and clinical signs were suggestive of an intervertebral disc extrusion in the thoracolumbar area”* I’m satisfied they the symptoms are linked and that C&G have been able to demonstrate the exclusion they’re relying on in this case applies. Had there been better contemporaneous evidence to suggest a different cause in August 2023, I might have thought otherwise but in this case, much of the evidence Miss W is relying on was produced after her claim was declined and isn’t supportive of an injury as alleged.
- Miss W has referred to comments from her vet which say that *“There were no signs in the previous history nor in the MRI to suggest that (the pet) had suffer from this condition in the past”*. I don’t think this proves the pet wasn’t exhibiting symptoms of IVDE in August 2023 however. An MRI was not taken at the time, and I wouldn’t expect a full diagnosis of the same condition before the policy was in place to say that a condition is pre existing. It’s enough for the pet to be exhibiting signs or symptoms of the condition at that point in order for us to determine that an insurer isn’t obliged to cover a claim, if that’s what its policy defines as excluded. In this case I’m persuaded that C&G have been able to show that the pet was exhibiting signs of the subsequent IVDE. So, the vet’s reference to the pet not having suffered from this condition in the past is largely academic.

My final decision

For the reasons set out above, I don’t uphold Miss W’s complaint against Casualty &

General Insurance Company (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 9 December 2025.

Lale Hussein-Venn
Ombudsman