

The complaint

Mr C complains that Casualty & General Insurance Company (Europe) Ltd declined a claim on his pet insurance policy.

What happened

Mr C took out pet insurance for his dog. The policy is underwritten by Casualty & General and started on 6 August 2023.

In April 2024 Mr C's dog had some dental treatment. Mr C claimed for the vet's fees but Casualty & General declined the claim. It said this was a pre-existing condition, and there's no cover for pre-existing conditions. Mr C complained but Casualty & General didn't change its decision.

Our investigator said by adding an exclusion to the policy, Casualty & General was saying there had been a misrepresentation, but it had not shown any misrepresentation. And he said the clinical notes only referred to Mr C's dog having plaque before the policy started, so it wasn't fair to say this was a pre-existing condition.

Casualty & General disagrees. It says:

- It has not relied on a misrepresentation - this was a pre-existing condition.
- The presence of plaque is the first stage of the disease process. This was first noted in April 2021, and the plaque noted in June 2022 was the early stage of the condition.
- Advice given to Mr C for a dental procedure, and to monitor and treat if it became worse, alerted Mr C to the likelihood of future issues.

As no agreement has been reached, I need to make a 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim.

The starting point when deciding whether the claim was declined fairly is the policy terms, as these set out the terms of the insurance contract between Mr C and Casualty & General.

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.

The policy terms define a pre-existing condition as

"... 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."

The policy defines "signs or symptoms" as "Any changes to your pets state of health, appearance, its behaviour or its bodily functions, observed visually, diagnostically or otherwise."

So for this to be a pre-existing condition, the condition must have been present – or showing signs or symptoms – in the 24 months up to 6 August 2023.

It's for Casualty & General to show it's fair to apply the exclusion. I don't think it has done so, for the following reasons:

- I need to consider whether it's fair to apply the exclusion strictly in the circumstances of the case. When deciding this, I've considered whether Mr C knew – or should reasonably have known – there was something wrong before the policy started that was likely to lead to some investigation or treatment.
- Casualty & General says the clinical notes show there was an existing condition before the policy started – dental plaque is the initial stage in the development of periodontal disease, and this was noted before August 2023.
- A pre-existing condition is defined as something that was noted in the 24 months before the policy started. The note of April 2021 was more than 24 months before the policy started, so that's not relevant.
- The only real evidence of plaque in the 24 months up to the policy start date is the note in June 2022. So this boils down to whether that note is evidence of a pre-existing condition.
- The note says:
"... moderate plaque build up but no obv gingivitis, adv O dental scal and polish best option here to prevent worsening of teeth but feel can monitor for now and reassess at Booster and if worse then book in try dental hygiene products for now and see if improves things"
- All that was noted was some build up of plaque; there's no sign of gingivitis or periodontal disease. Casualty & General says plaque is the first stage of the disease, and has referred to some veterinary guidelines in support of this. I've considered that and other veterinary advice. Plaque arises from the build up of bacteria, saliva and food particles. While the information Casualty & General refers to confirms that periodontal disease is initiated by oral bacteria, it also explains that *"the oral microbiome will return to normal within a few days if a plaque control regimen is established."*
- Essentially, if not removed, plaque can harden into tartar, which in turn can lead to gingivitis and periodontal disease. But this is a long process and things can return to normal if dealt with.
- The advice in June 2022 was to try dental hygiene products. Mr C did that and a later note in December says, *"normal teeth - no evidence of deterioration..."*. A check up in July 2023 – shortly before the policy started – noted there were no concerns.
- So while there was some plaque noted in June 2022, that was dealt with and there were no further issues between then and the start of the policy in August 2023. As far as Mr C was concerned, there was nothing wrong with his dog's teeth at that time.

- Taking all of the circumstances into account, I don't think it was fair to rely on one note of plaque being present in the 24 months before the policy start date to say this was a pre-existing condition and decline the claim on that basis.

This was very upsetting for Mr C, who was then faced with having to pay the vet's fees for treatment costs that he expected to be covered. It would be fair to compensate him for the distress and inconvenience he was caused.

My final decision

I uphold the decision and direct Casualty & General Insurance Company (Europe) Ltd to

- Settle the claim in line with the remaining policy terms, including any excess and policy limits and, if Mr C has already paid the vet's fees, pay interest on this from the date he paid the fees to the date of payment at 8% a year simple.
- Pay compensation of £100 to Mr C for the distress and inconvenience caused to him.

If Casualty & General Insurance Company (Europe) Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr C how much it's taken off. It should also give Mr C a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 December 2025.

Peter Whiteley
Ombudsman