

The complaint

Ms B'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. She's also unhappy about C&G's decision to remove her public liability cover for her pet.

Overall Ms B 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 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 uphold Ms B's complaint for the following reasons:

- The starting point is the policy terms. They don't provide cover for pre-existing conditions which are explained to be *"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..."* In this case I need to determine whether C&G have, more likely than not been able to establish this exclusion applies to Ms B's claim.
- The policy started on 5 March 2025. On 28 April 2024 Ms B sought veterinary treatment for her pet because it was vomiting after each meal. The claim that is the subject of this complaint is in relation to that treatment. C&G say the pet was exhibiting steady weight loss over a period of time and that this was also a symptom at the time Ms B took her pet to the vet in April 2024. As the investigator explained, weight loss can be a symptom of many illnesses so we wouldn't consider that as clear evidence that the problem Ms B was claiming for was pre-existing. I accept however that the pet had exhibited weight loss before the policy was in place. But in order to determine whether it was fair for C&G to turn down Ms B's claim for this reason, I would need to be satisfied that Ms B was made aware of this and that it was something that she reasonably thought might be a problem going forward. Looking at the pet's clinical notes, I can't see that the issue of weight loss prior to April 2024 was necessarily discussed with Ms B nor brought to her attention for monitoring or otherwise. Ms B says she was aware that her pet had lost some weight over time but that she put this down to natural changes due to the pet's age and inevitable loss of appetite in its senior years. When I look at the pet's weight loss in context, the most significant loss is in April 2025. Prior to this time weight loss was gradual and not something I'd seen was noted as cause for concern or investigation by the vet. If it had been, I would have expected to see some discussion about this recorded or at least the suggestion of monitoring being made. In the absence of that, I don't think it

was fair for C&G to turn down Ms B's claim in the way that they have.

- C&G's submissions about the claim seem to revolve around their policy terms only. C&G will be aware that our longstanding approach to pre existing conditions encompasses the policyholder's date of knowledge of a problem and in this case, I can't see anything that supports that the pet's weight loss over time was something that would reasonably have given Ms B any cause for concern, such that she might think treatment could be required in relation to it in future. For that reason, I think C&G need to do more to put things right as I have set out below.
- I turn now to C&G's removal of the public liability aspect of cover from Ms B's policy. When she took out cover, Ms B was asked whether her pet had shown aggressive or vicious tendencies or had ever attacked, bitten or inflicted injury. Aggression was explained to be *"any interaction which results or could result in your pet causing damage or harm upon another animal or human. The risk of harm to another animal or human can include but is not limited to barking, growling or snapping."* Ms B says her pet does not like going to the vet. The clinical history I've seen supports this but there are more than eight records in the pet's clinical notes to suggest that it had significant behavioural issues when at the vet's and that it had tried to bite the vet. Whilst I appreciate that Ms B mitigated this risk by muzzling her pet on the whole, this doesn't mean that it did not exhibit aggression. And the notes I've seen don't seem to suggest that the pet's reactivity was in relation to it being in pain or provoked somehow on each occasion. As such I think it was fair for C&G to take the action they did in removing the public liability cover. Their policy terms allowed them to do this, and I think that on review of the pet's clinical notes it was fair for them to do so in this case.

Putting things right

C&G should pay:

- Ms B's claim subject to the remaining policy terms.
- Interest to Ms B at 8% per year simple from the time Ms B paid her vet fees, until her claim is paid.

My final decision

I uphold Ms B's complaint and direct Casualty & General Insurance Company (Europe) Ltd to put things right as I have set out above.

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

Lale Hussein-Venn
Ombudsman