

The complaint

Miss J complains Casualty & General Insurance Company (Europe) Ltd [“C&G”] has unfairly declined a claim she’s made on a pet insurance policy following treatment for her cat.

What happened

The background to this complaint is well known to the parties so I’ve only provided a brief summary here.

- Miss J’s cat is insured under a pet insurance policy underwritten by C&G. Miss J took the cat to the vets on 14 March 2025 and it had its anal glands expressed. The vet said this might cause some anal swelling/redness. A couple of days later, Miss J let the cat out in the garden and after this, it started licking its anal area.
- On 18 March 2025, Miss J went back to the vet again as the cat had been licking its anus and perineum area continuously and required further treatment as the wound had become infected. Later in the month, Miss J returned the cat to the vet again as the wound had started to break down. The vet performed an anal saccullectomy.
- Miss J made a claim on the policy to cover the cost of the treatment. The claim was declined by C&G as it said it related to a condition that was present before policy inception and so was excluded under the policy terms. It also said Miss J hadn’t followed the preventative measure of keeping a collar on the cat as recommended by the vet.
- Miss J complained to C&G but it maintained its position. Miss J raised a complaint with this Service. Our Investigator considered the evidence. She didn’t agree the wound breakdown was directly related to the anal gland flush but instead was caused by the wound becoming infected and was therefore a separate incident. She also didn’t agree Miss J had failed to follow the preventative measure of the cat wearing a collar all the time after the vet visit on 14 March 2025.
- The Investigator decided to uphold the complaint, saying that C&G hadn’t fairly declined the claim. C&G disagreed and provided further comments but these didn’t change the Investigator’s mind. C&G asked an Ombudsman to reach a decision.
- Following my review of the evidence, I let C&G know I intended to uphold the complaint and explained why. C&G remained in disagreement and provided reasons why. I’m now proceeding with my formal final 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.

In considering this complaint, I've taken account of relevant law, regulations, regulators' rules and guidance and standards, relevant codes of practice and what I consider to be good industry practice. 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. They should settle claims promptly once settlement terms are agreed

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. I'll be keeping this principle in mind while reaching my decision.

In complaints where there is conflicting or inconclusive evidence, such as this one, I will make my decision on the balance of probability. That's to say what I consider to be more likely.

C&G's position on the complaint is detailed in its final response and is twofold. Firstly, that the wound breakdown was directly linked to the anal gland expression on 14 March 2025 and so was a pre-existing condition. Secondly, it said Miss J removed the cat's collar which had been recommended by the vet as part of preventative treatment. It was on the basis of these two exclusions the claim was declined and Miss J's complaint not upheld. These decline reasons will be the focus of my decision.

Given that C&G is relying on exclusions to decline the claim, in line with what I said above, I need to decide whether C&G has proven the exclusions apply.

Pre-existing condition exclusion

In line with our normal approach to this kind of complaint, for me to say it was fair for C&G to apply the pre-existing condition exclusion, I would have to be satisfied of two things:

- That the condition being claimed for is the same thing – or directly connected to – an illness or condition that was present before the policy started; and
- At the point the policy was taken out, the policyholder was aware there was something wrong with their pet, even if there wasn't a diagnosis of a specific condition.

Despite the vet saying there may be some redness after the anal gland expression, the vet confirmed the expression was successful and the gland flushed fully. There's nothing to suggest there was any cause for concern, need for monitoring or follow up treatment required.

Miss J's testimony is that the cat only experienced problems after it was let outside and damaged itself in her neighbour's overgrown garden, leading to the eventual breakdown of the wound. I acknowledge this is not included in the vet's notes, but I have to take account of a consumer's verbal testimony and include it in my weighing up of the evidence overall.

C&G's argument seemingly rests on the comment from the vet that says the wound breakdown *could* have been caused by difficult flushing and then licking for three days. But, in my view, this comment is inconclusive and not enough to persuade me C&G's version of events is more likely.

I don't consider that the expression of the anal glands is a condition in itself. In my view, Miss J has presented a plausible alternative explanation about how the cat wounded itself while in the garden, leading to the wound breakdown. All of which happened during the policy period. So, I'm not persuaded C&G has shown the condition claimed for was the same thing or directly related to a pre-existing condition.

I've then gone on to think about whether Miss J would have been aware there was something wrong with her cat at the time the policy was taken out. Miss J's vet - on whose opinion I place significant evidential weight - provided commentary about previous episodes of the cat's anal glands being expressed:

"The reference in the earlier records pertains solely to a routine anal gland expression – a common, non-diagnostic procedure that was neither associated with any abnormal findings nor indicative of a recurring medical condition".

I note, no treatment or follow up was recommended by the vet. So, I've not seen anything which persuades me Miss J ought reasonably to have thought there was anything wrong with her cat at the time the policy was taken out based on the opinion of her vet.

So, in conclusion, taking account of all I've said above, I'm not persuaded C&G has shown it can fairly rely on the pre-existing condition exclusion to decline the claim.

Preventative treatment exclusion

I've then thought about the other part of C&G's stated reason for declining the claim. C&G believes the vet may have given Miss J instructions for the cat to wear a collar following the treatment on 14 March 2025 but that she didn't follow the advice. As a result, it says the exclusion related to failing to undertake preventative treatment recommended by a vet applies. But I've considered the medical notes carefully and there's nothing conclusive in them to support this belief nor evidence to show Miss J was given any instructions about the collar at this time.

I recognise this advice was given following later treatment on 18 March 2025 but not *reiterated*, as C&G suggests as there's no evidence of a prior recommendation. I acknowledge C&G's speculative comments about the collar and why the cat may have been wearing it but I simply haven't seen enough evidence to persuade me it's more likely the vet did make the recommendation following the treatment on 14 March 2025. So, I don't agree Miss J failed to follow veterinary advice here. It follows I'm not satisfied C&G can fairly rely on the exclusion relating to preventative treatment to decline the claim.

Conclusion

For the reasons I've explained and keeping in mind the onus is on C&G, I'm not satisfied it has done enough to show the two exclusions apply. I will therefore be directing it to pay the claim for the treatment during the period 18 March 2025 to 2 April 2025 for £1,432.35, together with interest at 8% simple per annum, on the amount of the claim from the day Miss J can show she paid the vet's bill to the date C&G settles the complaint.

Further treatment

I note Miss J says she had other treatment undertaken on her cat, but she hadn't submitted a claim for this to C&G at the time of our investigation. Any further claims fall outside of the scope of this complaint and Miss J will need to submit claims to C&G for consideration in the first instance.

My final decision

My final decision is that I uphold this complaint and direct Casualty & General Insurance Company (Europe) Ltd to pay Miss J's claim and it should add interest at 8% simple per annum in line with what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 2 March 2026.

Paul Phillips
Ombudsman