

## The complaint

Mr R's complaint is about a claim he made on his Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy which C&G declined.

Mr R says C&G treated him unfairly and wants them to pay his claim.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here save to say I issued a provisional decision in September 2025 in which I said the following:

*"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 don't uphold Mr R's complaint. Before I explain why I wish to acknowledge the detailed submissions he's made and his strength of feeling about his complaint. Whilst I've read everything he'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 focus on the crux of Mr R's complaint, namely whether C&G treated him unfairly.*

*The starting point is the policy terms. They exclude cover for pre-existing conditions. These are defined 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".*

*"Related condition" is defined as "a condition that is either a recurring illness and/or injury or lump; or related to a previous illness and/or injury or lump; or caused by a previous illness and/or injury or lump. When applying the excess and the terms of this policy, any treatment for a related condition will be considered as one condition, regardless of when the treatment occurred."*

*The policy started to run in May 2024. The claim C&G declined was in respect of the surgical removal and treatment of a mass on Mr R's pet's neck which the pet was seen by a vet for in January 2025. It's not in dispute that the clinical notes record the pet had a mass on its neck that had been present for 12-18 months at that time and that a lump had recently been noted as growing and starting to bleed.*

*I asked for some further information about the pet's clinical record from Mr R. He explained that the mass noted as being present on the pet's neck for 12 to 18 months was a superficial*

*lump in the same general area but was separate from the one that had become infected. Mr R says he sought informal advice about this specific lump from a friend who is a veterinarian who advised it was likely a skin growth and that he should only be concerned if there were any changes to the lump itself or to the pet's behaviour. Beyond this Mr R did not seek any further advice and says the lump didn't change at all during this time. I've considered this in line with the clinical evidence in this case. Having done so, I'm not satisfied the lump identified should not be considered pre-existing by Mr R. I say so because he had sought informal advice about it and it seems to me the advice was about monitoring it for any changes. And whilst Mr R says the lump did not change in that time, I don't think that means that he wasn't aware the lump might require treatment later on.*

*I also appreciate that Mr R feels the lump his pet was treated for was separate to the one the clinical notes record as being in place for 12-18 months. Whilst that's not confirmed by the clinical notes, even if I accept the lump was separate, I'm not satisfied that it was necessarily unrelated to the one the pet required treatment for. That's because the specialist report sets out the following:*

*"In most areas, in particular in the periphery, the findings are compatible for a secondarily ulcerated and inflamed trichoblastoma, but the prominent squamous differentiation in some areas, with the presence of acantholytic keratinocytes, is unusual for this time of tumour. **This could be a collision tumour between two separate lesions, or it could potentially represent another follicular tumour** (my emphasis). Please note that the squamous epithelial areas show multifocal dysplasia, and I suspect malignant transformation in these areas...."*

*Given this explanation either the lump requiring treatment was a collision with the existing lump or it was another follicular tumour. Either way I think it's likely that a lump in the same region as the one requiring treatment falls within the policy terms as a 'related condition' because it is a reoccurrence of a lump in the same general area. And given the original lump was in existence before the policy was in place, and that Mr R was advised he should watch for any changes as a result of it, I think he was reasonably aware when he took the policy out that the existing lump could require further investigation or treatment in the future. The fact that it didn't require anything for that duration, isn't in my view sufficient to suggest that there wasn't at least a possibility that it might not require further advice in future and he would have been aware of that.*

*When reaching my conclusion, I've also put weight on C&G's vet's evidence which sets out that the specialist report suggests the lump requiring treatment was part of the same pathological process as the existing one. They say this is supported by the specialist's comments that:*

*"We have discussed the possibilities of two separate lesions in this mass, but overall, since there is multifocal contiguity between the basaloid epithelial cells and the squamous areas, we think that this is part of the same pathological process."*

*I am persuaded by this evidence because it supports that both lumps, if indeed there were two and the problem wasn't with the existing lump, are part of the same abnormal process which would in my view lend itself further to the proposition that the condition being claimed for is a "related condition" as defined by the policy, to one that was pre-existing.*

*For those reasons I think C&G were entitled to turn down Mr R's claim in the way that they have."*

*I asked both parties to provide me with any further comments or evidence to consider. Both parties have now responded. C&G have not responded. Mr R has responded but has not*

accepted my provisional findings. In summary, he says:

- I placed undue weight on speculative evidence- namely the specialist's report and the evidence of C&G and ignored the investigator's assessment and clinical facts.
- The investigator's findings were that the veterinary notes showed the lump found on his pet was asymptomatic in that it was small and non-growing and did not cause his pet any discomfort before the policy was taken out nor did it amount to anything causing a change in his pet's behaviour.
- The language used in the specialist's report is speculative in that it refers to the fact there 'could be a collision tumour' and uses the words 'I suspect malignant transformation'. The opinion that the two lumps are part of the "same pathological process" is an interpretation not a confirmed fact. As such a definitive decision cannot be reached on this evidence.
- The opinion of the specialist being used by C&G to decline his claim amounts to a conflict of interest. There is inherent conflict when an insurer's paid expert opinion is given precedence over objective clinical facts and the findings of the investigator.
- C&G have not provided him with the full specialist's report or the qualifications of their expert. This undermines the credibility of that evidence.
- The investigator concluded Mr R could not have reasonably known the asymptomatic lump would require treatment in future which is the correct interpretation.

### **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 remain of the view that Mr R's complaint should not be upheld. I'll explain why.

I appreciate Mr R is disappointed with my decision as I've not reached the same conclusion as the investigator. But I'm not obliged to. We operate a two-stage process and in this case, I have disagreed with the investigator's findings for the reasons I set out in my provisional decision.

Mr R feels I have placed weight on the wrong evidence. However, the evidence I have relied on is from the specialist that saw his pet. So, I don't follow Mr R's submission that there is a conflict of interest here. It's true that I've also taken into account what C&G's own vet has said about but only to the extent that they've directed me to the relevant parts of the specialist report the pet's specialist has recorded, which I had reviewed in any event. So, I don't agree that I was wrong to consider the evidence in the way that I have.

I don't agree that the language used within the specialist's report is so speculative that I should not have relied on it. My conclusions are based on what is on balance the most likely cause of the problem the pet was experiencing and in this case the explanations given by the specialist support the fact that the two lumps are likely to be part of the same abnormal process. As a consequence, Mr R's claim is not covered because one of those lumps was in place before the policy was in place.

Finally, I note that Mr R remains unhappy that he was not provided with the qualifications of his own pet's specialist and that of C&G's vet. It is a matter for me to determine whether the evidence I have relied on is from someone suitably qualified and in this case it's clear to me from the specialist vet's report that they are. Mr R was entitled to request a copy of his specialist's report from his vet if he hasn't done so. The qualifications of C&G's own vet are largely academic because my conclusions are based on the specialist report of Mr R's own

vet in the main.

**My final decision**

For the reasons set out above, I don't uphold Mr R's complaint against Casualty & General Insurance Company (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 November 2025.

Lale Hussein-Venn  
**Ombudsman**