

The complaint

Mrs and Mr H's complaint is about a claim they made on their Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which C&G declined. Mrs and Mr H say that C&G treated them unfairly.

What happened

I issued a provisional decision in respect of Mrs and Mr H's complaint in which I said:

"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 intend to depart from the investigator's findings and not uphold Mrs and Mr H's complaint against C&G. Before I explain why, I wish to acknowledge the volume of submissions Mrs and Mr H have made. Whilst I've read everything they've 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 their complaint, namely whether C&G were entitled to decline to cover their claim in the way that they have.

- *The starting point is the policy terms. They don't provide cover for a pre-existing condition 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. 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." "Bilateral condition" is defined as "Any condition that can affect body parts of which your pet has two or more, such as ears, eyes, front and back legs and feet, cruciate ligaments, hips, shoulders and elbows and which can occur at different times. When applying the excess and terms of this policy, any treatment for bilateral conditions will be considered as one condition (see related condition), regardless of when the treatment occurred". In this case I need to determine whether C&G have, more likely than not been able to establish these exclusions apply to Mrs and Mr H's claim.*
- *The policy started in September 2024. In late August 2022 Mrs and Mr H's pet had TPLO (tibial plateau levelling osteotomy) surgery to treat a ruptured cranial cruciate ligament on the right side. By late September the pet was recovering from that surgery. The subject of this present claim is the TPLO surgery for a ruptured cruciate ligament on the pet's (left) side in May 2025, some two years and nine months later. Mrs and Mr H say that although the treatment was the same, the cause of the ruptured cruciate was different and therefore this is not a bilateral condition. As such they say C&G were not entitled to decline their claim. They've also provided evidence from their vet to support that the cause of the surgery in both cases was most likely different. On the other hand, C&G has provided evidence from their inhouse vet to support that the most likely cause of the pet's problem was a disease process which weakened the pet's ligament. For that*

reason, C&G say the condition had naturally existed from the first surgery and beyond and therefore fell within the 24 month period prior to the start of the policy.

- *I've thought about what both parties have said and weighed up the evidence they've supplied. It's well known that cruciate ligament damage in dogs is primarily caused by a weakening and degeneration of the ligament over time as a consequence of cruciate ligament disease. This is supported in C&G's vet's evidence. It's for that reason that cruciate ligaments are commonly referenced in policy terms as examples of bilateral conditions. There are limited circumstances in which we would generally say that the treatment of bilateral cruciate ligament is not a bilateral condition and that is when a policyholder can show that the cause is entirely different. In this case Mrs and Mr H maintain that in May 2025, the cause of the pet's problem with its left limb was as a result of an injury that happened in their garden. There is however nothing within the veterinary notes that supports what that injury was caused by and how it occurred. C&G's vet's evidence is that damage to a healthy cruciate ligament would need to be caused by very considerable force in order for it to require surgery in the way that it did. Again, that is commonly known and supported by the citations C&G have provided. And whilst that vet accepts that a minor injury could have been the catalyst, this is further evidence to support that the pet's ligament was subject to degeneration, causing it to weaken. I'm persuaded by this evidence and the fact that there is nothing to support a high impact incident in May 2025. So, whilst I don't doubt something might have caused Mrs and Mrs H's pet to limp in their garden, I'm not satisfied that the cause of the problem was that specific incident, but rather an underlying disease process that affected the strength of the pet's left limb. That's consistent with the fact that it required surgery to its right limb for the same thing, almost three years before. And there's nothing to support that that particular problem was caused by something different like a high impact injury either. So I think it's quite likely that the initial problem was the start of a disease process that eventually affected the integrity of the pet's right limb.*
- *When reaching my conclusions, I've taken into account the most persuasive elements of what Mrs and Mr H's vets have said. But I don't think their evidence is more persuasive than C&G's specialist vet's report, which has supplied details of relevant authorities on the subject of cruciate ligament disease and applied this to the pet's medical history. Without evidence to support significant trauma through injury on either occasion, I'm not persuaded that the time between injuries, or the commonality of this condition within dogs of a similar breed and age make much difference here. Equally there's nothing within the evidence of either vet to support quite how a traumatic rupture occurred in one or either case to suggest the common issue was due to different causes.*
- *For the reasons set out above, I think it was reasonable for C&G to conclude the condition being claimed for in this case was bilateral and pre-existing because they have demonstrated that it was due, on balance, to a degenerative condition which would have existed during the 24 months before the policy was in place."*

I asked both parties to provide me any further comments or evidence for me to consider. C&G have not responded but Mrs and Mr H have. In summary they say:

- They are disappointed with my provisional findings. They were not aware their pet had cruciate ligament disease, and this is not supported in her clinical notes.
- When they took out cover, they did so because it was the same level of cover at a lower price and there is nothing that led them to believe the condition their pet was diagnosed with was a pre-existing problem, so they reasonably expected to be covered for it.
- Their veterinary evidence from two sources supports that their pet did not have a bilateral disease process and I have disregarded this. They have attached further copies.
- Their vets have no motive to lie as they have already been paid, irrespective of their

claim not being paid by C&G.

- The fact that their pet's bilateral rupture did not occur in the other limb for three years supports that they are not related by a disease process.
- The veterinary evidence supplied by C&G is from people that have not seen their pet in person versus the evidence of the vets that did see and treat her.
- I have made my decision based on a case study selected to support C&G's position. The vet in that case study changed the wording of their pet's clinical notes to support their position.
- They gave their vet a full description of what happened to their pet to cause the traumatic rupture of its cruciate ligament by way of injury. It is not for them to ensure this was documented in the pet's clinical file.
- My decision is not based on fact but rather most likely cause. There is no hard evidence to back up my conclusions.

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 Mrs and Mr H's complaint should not be upheld for the reasons set out within my provisional decision.

I understand their disappointment, and I appreciate they might not have been advised that their pet was suffering from a disease process when it first suffered a rupture to its cruciate ligament in 2022. My role isn't to diagnose their pet, but rather to interpret the weight of the evidence with credibility. And whilst I understand that Mrs and Mr H's vet provided supportive evidence, that doesn't address the cause of the TPLO surgery in August 2022 if it wasn't due to a disease process. Certainly, there is no evidence to support that the surgery was required due to a sudden significant injury at the time. And as I've explained, the evidence from May 2025 isn't persuasive enough to support that it was caused by some significant impact on a standalone basis either. So the most likely conclusion is that the pet's ligament was weakened by a disease process that was present in 2022 in one of its limbs, such that something small might have compromised its other limb over two and a half years later.

When reaching my conclusions, I haven't placed reliance on a case study from C&G's inhouse vet, as suggested by Mrs and Mr H. Rather I've read the papers they've referenced more generally and considered the pet's clinical notes in light of those. The question of 'doctored evidence' as contended by Mrs and Mr H is not therefore something that has informed my decision making, rather the particular facts of their pet's clinical history has.

In the absence of anything to support the cause of the TPLO surgery in August 2022 and a significant impact occurring to the pet in May 2025, I think it's most likely that Mrs and Mr H's pet was experiencing the development of a commonly known disease process. Whether that occurred over a slightly longer period than Mrs and Mr H might have expected is immaterial. Equally for bilateral conditions, it makes no difference whether Mrs M and Mr H did not reasonably think the present condition being claimed for was caused by the earlier process, because bilateral conditions are excluded regardless of their knowledge about them. However, however have expected some discussion to have been had with their vet in 2022 about the potential for other limbs being affected in future. It's possible this discussion was of course had but not recorded within the clinical notes. Whatever the case, I'm not satisfied that there is enough evidence to allow me to conclude the problem being claimed for here is not bilateral and therefore not the subject of an ongoing disease process that would have been unfolding between the pet's first surgery and this present condition. As such it is excluded by the policy terms.

Finally, I understand why Mrs and Mr H took out cover in the way that they did. But it makes no difference to the outcome of their complaint because the problem is one which on balance supports a bilateral problem, which is excluded by the policy.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 29 December 2025.

Lale Hussein-Venn
Ombudsman