

## The complaint

Miss D'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.

Miss D 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 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 uphold Miss D's complaint for broadly the same reasons set out by the investigator. Before I explain why, I wish to acknowledge the volume of submissions made, particularly by C&G. 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 concentrate on the crux of Miss D's complaint, namely whether it was fair for C&G to turn down her complaint and if not what they need to do to put things right.

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

In this case C&G say the condition Miss D was claiming for was a related condition to a pre-existing condition her pet was seen for by a vet before cover was in place.

I've thought about what C&G have said as well as the detailed evidence they've provided from their inhouse vet against the evidence provided by Miss D's vet. Weighing everything up, I am more persuaded by Miss D's vet in this case. I'll explain why.

Miss D's policy started to run at the end of July 2024. The pet's clinical history shows it was seen for conjunctivitis in January 2023 and that it received a diagnosis of entropion with suspected distichiasis in April 2024. The claim that is the subject of this complaint was for spontaneous chronic corneal epithelial defect. I accept that these are all conditions affecting Miss D's pet's eyes and that in April 2024 her pet was referred (before cover started) for investigations into the problem it had in April 2024. But in this case the problem being claimed for is a corneal ulcer. Miss D's vet says that there is no evidence to suggest the pet's eyelid conformation caused the ulcer and although the breed of pet is predisposed to ulcerations the eyelid hairs did not appear to be the cause of the ulceration because they were not touching the pet's cornea when the ulceration occurred. The pet's vet goes on to say that the ulceration would not heal if the hairs were causing the issue and in this case the suggestion is that the ulceration did heal.

On the other hand, C&G's vet says that the ulcer is secondary to the previously diagnosed condition of entropion and causally related to abnormal eyelid confirmation and chronic right eye surface disease. That vet says the pet's overly long lids created exposure, keratopathy and a dry, unstable surface and as such the conditions under which minor mechanical trauma progresses to non-healing erosion. C&G's vet also says that the pet's ophthalmologist recommended corrective eyelid surgery and long-term lubrication to further support a mechanical/exposure contribution to this ulcer which shows the problem is related.

I've thought about what both parties have said but C&G's vet's evidence seems to be based on the ulcer being non healing. That is entirely at odds with the evidence of the pet's vet who saw and treated it. I appreciate that recommendations were made to help treat the pet's pre-existing problems and it may well be the case that these will also benefit the pet by being preventative of future ulcerations, but I don't think that means the ulcers here are related as C&G's vet suggests.

Whilst the pet's vet hasn't been able to say what caused the ulcerations to its eye, they have provided an account that distinguishes the problem from what C&G's vet sets out, namely that they were capable of healing. The onus here is on C&G to prove that on balance, the exclusion is made out. And in this case, their evidence is based on non healing ulcers. So although C&G's vet's account is persuasive, it doesn't seem to apply to the particular circumstances affecting Miss D's pet. For that reason, I don't think C&G have been able to make out that the exclusion they have relied on applies here. As such they should do more to put things right.

### **Putting things right**

C&G should pay:

- Miss D's claim in accordance with the remaining policy terms.
- Miss D interest at 8% per year simple on any claims she has already paid the vet herself from the time they were paid, until she is reimbursed.
- Miss D £200 in compensation for the distress and inconvenience caused to her by their decision to decline her claim. Miss D has told us that she was under pressure to pay her veterinary bill and that she had been given a deadline to do this but was struggling to pay. Miss D has also talked about the stress of her claim being declined more generally and her concerns about how to meet her veterinary bill when she thought she would be covered for such a claim, which in my judgment should have been covered by C&G. This award adequately compensates her for that.

### **My final decision**

I uphold Miss D'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 Miss D to accept or reject my decision before 25 March 2026.

Lale Hussein-Venn  
**Ombudsman**