

The complaint

Ms M's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy.

Ms M says C&G treated her unfairly.

What happened

I issued a provisional decision in which I said:

"I've considered the relevant information about this complaint.

Having done so, I will be departing from the conclusions reached by the investigator and not upholding Ms M's complaint against Casualty & General Insurance Company (Europe) Ltd. This is why.

The starting point is the policy terms. They offer cover of £1,000 per condition in any policy year. In this case C&G have applied one policy limit to Ms M's two claims for the treatment of Mass Cell Tumours ('MCT') on different parts of her pet's body in one policy year. C&G say that the second lump the pet received treatment for was a related condition which 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."

"Lump" is defined as "any growth, tumour, cyst or general lump(s) that appear(s) on or in your pet's body. Any lump that has the same diagnosis or displays the same signs or symptoms as a previous lump will be treated as a related condition."

Having considered the wording of the policy terms, I'm satisfied that they do make clear that a claim for lumps with the same diagnosis are treated as related conditions and therefore the claim for the treatment of them in one policy year will amount to them being treated as one condition with one policy limit. The issue for me to determine in this case however is whether that was fair.

Our longstanding approach is to look to the cause of the problems being claimed for to determine whether an insurer has treated a policyholder fairly. If they are unrelated then we're likely to say it was fair for an insurer to treat them as separate conditions. In this case Ms M says her vet says the two tumours on different parts of the pet's body are unrelated. In his view the investigator said that the treating vet also said this but I haven't seen that evidence. Equally I haven't seen any veterinary evidence to suggest the underlying cause of the two lumps is clearly distinct. And whilst I've reviewed the two histology reports for both lumps, there's nothing in them that clearly attributes the cause of the MCTs to different disease processes. In light of that, I am not persuaded that Ms M has demonstrated the conditions are unrelated. The mere fact that the lumps are found in different parts of the

pet's body, doesn't to my mind show they are subject to separate and distinct disease processes and whilst there might be evidence I haven't seen to support that the disease processes could be different, there's nothing to show that they are on balance distinct and distinguishable in any way. For that reason, I think C&G were entitled to treat the lumps as related conditions and apply one policy limit to them."

I asked both parties to provide me with any further comments or evidence for me to consider. C&G have not responded to my provisional decision but Ms M has. In summary she says:

- The histology for her pet indicates significant differences in the tumours.
- There is an anatomical variation in that the tumours as they are situated in different locations.
- The pet's vet has said the first lump is not related to the second.
- The absence of evidence to support the tumours are unrelated doesn't mean that they are not.
- The previous Ombudsman found that the evidence of her vet was persuasive.
- Her complaint should be upheld for all of the reasons set out above.

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 Ms M's complaint should not be upheld.

The further veterinary evidence Ms M refers to is a chat conversation with the vet which simply states the lumps were not related but like I said in my provisional decision, there is no evidence in this case to support how and why the lumps are distinct.

The fact that they are on different parts of the pet's body and differ in size don't support what Ms M or her vet says. In order to be persuaded that these lumps are unrelated I would need to see that the cause (of both diagnosed as MCTs) is down to a different disease process.

Simply saying that the absence of evidence to support the tumours are unrelated doesn't mean that they are not, isn't enough to satisfy me they are unrelated. The test is the balance of probabilities. In this case C&G have been able to demonstrate that Ms M has made claims for two lumps with the same diagnosis in one policy year. In the absence of any compelling evidence to persuade me that they are caused by something different, I can't say that Ms M has made out, on the balance of probabilities, that C&G didn't apply their policy terms fairly.

Ms M refers to the previous Ombudsman's view being supportive of her complaint. The previous view was that of an investigator rather than an Ombudsman. We operate a two-stage process. As C&G were unhappy with that view they sought an Ombudsman's decision. My decision represents the final stage in that process. And as I have explained I don't agree with the conclusions reached by the investigator for the reasons set out in my provisional findings.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or

reject my decision before 18 March 2026.

Lale Hussein-Venn
Ombudsman