

The complaint

Mrs A complains that Casualty & General Insurance Company (Europe) Ltd rejected a claim on her pet insurance policy.

Where I refer to Casualty & General, this includes its agents and claims handlers acting on its behalf.

What happened

Mrs A bought a pet insurance policy for her pet dog in December 2022.

She made a claim in September 2023 for the costs of some dental treatment but Casualty & General rejected the claim. It said her pet had received treatment for the same condition before the policy started, and there's no cover for pre-existing conditions.

Mrs A asked Casualty & General to review the decision as she said this was not the same condition. It considered further information provided by her vet but didn't change the decision.

When Mrs A then referred her complaint to this Service, our investigator said they thought the decision was fair as, despite what the vet had said, the evidence showed the same condition had been present before the policy started.

Mrs A disagrees and has requested an ombudsman's decision. She says her vet has explained that the two incidents are not linked so it would not be fair to treat this as a pre-existing condition.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly and support their customers in making claims. They should not unreasonably reject a claim.

The policy covers vets' fees but there is no cover for pre-existing conditions. This is not unusual and pet insurance generally wouldn't cover something that was present before the insurance started.

A pre-existing condition is defined as "*any injury, illness or behavioural disorder that your pet had symptoms of, received treatment, medication or advice for in the last 24 months before your policy start date...*"

Mrs A's policy started in December 2022. So if the claim Mrs A made was for an illness that her pet had symptoms of, or for which it received treatment, medication or advice during the previous 24 months, the exclusion would apply.

The treatment claimed for was for periodontal disease and her pet had been treated for that in the 24 months before the policy started. So on the face of it, the exclusion would apply.

Mrs A's vet said issues her pet experienced in January 2022 and September 2023 were not connected, so C&G asked him to clarify how they were not related. The vet explained that the latest tooth extraction was for periodontal disease and although they had previously treated her pet for that, it is a common condition with different factors affecting its development. The vet said they didn't see a direct link between the two episodes.

However, the vet has confirmed there was treatment for the same condition before the policy started. And looking at the clinical notes, these show:

- January 2022 – the notes refer to “rotten teeth”; six teeth were removed and the rest were scaled and polished.
- June 2023 – further problems were noted; the vet recommended treatment, which took place in September. A tooth was extracted and the remaining teeth were scaled and polished “*to help slow down dental disease*”.

I appreciate Mrs A's vet said the two incidents were not directly connected, and periodontal disease is a common condition with different factors affecting its development. But the vet confirmed that periodontal disease was present in the 24 months before the policy started.

The policy excludes claims for any illness the pet had symptoms of or received treatment, medication or advice for in the last 24 months before the policy start date. The evidence shows Mrs A's pet had periodontal disease, and was treated for this, both before and after the policy started.

In these circumstances the decision not to cover the claim was in line with the policy terms and was fair.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 13 May 2024.

Peter Whiteley
Ombudsman