

The complaint

Miss G'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 G is unhappy with C&G's decision to decline her claim, the time it took them to do so and the information on their website, which she says led her to believe her claim would be paid.

All references to C&G include their claims handlers and the brand name of the policy.

What happened

Miss G took out a pet insurance policy with C&G in September 2023. In December she made a claim on the policy for the treatment of diarrhoea, which the pet's clinical notes record the pet was experiencing on an ongoing basis.

C&G considered the claim and the pet's clinical notes and concluded that it wasn't one they were prepared to cover. They said that the pet experienced episodes of diarrhoea in July, August and September 2023, before the policy was in place and therefore the issues claimed for were pre-existing and didn't fall within cover.

Miss G provided an email from her vet which set out that no definitive diagnosis was reached in relation to the earlier incidents of diarrhoea so no link could be made between each of the events. C&G considered this but said that this made no difference because the policy terms didn't require a diagnosis to be made in order for the condition to be pre-existing. Miss G didn't agree, so referred her complaint to the Financial Ombudsman Service.

Our investigator considered her complaint and said that it shouldn't be upheld. He thought that it was reasonable for C&G to decline her claim in line with the policy terms in the way that they had. The investigator also addressed the other issues Miss G raised in a second view in which he said that C&G's apology for the time it took them to make a decision about Miss G's claim was sufficient. In addition, he said that the information on C&G's website didn't state that Miss G's claim would be paid, but rather provided information about how long it typically takes for a claim to be paid on a standalone basis.

Miss G doesn't agree with the investigator's view, so the matter has been passed to me to determine.

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 won't be upholding Miss G's complaint against C&G. I'll explain why.

The starting point is the policy terms. They say:

"These are your policy exclusions and are applicable to all sections of your coverage..."

...Any pre-existing conditions or any claims costs relating to the applicable waiting period as listed in the Schedule.”

““Pre-existing condition” means 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....”

The issue for me to decide is whether Miss G’s pet had any illness that had symptoms of or received treatment, medication or advice for in the 24 months preceding the start of the policy. Having considered the pet’s clinical notes, I’m satisfied that it did.

The policy started in September 2023. The pet was seen by the vet and treated for diarrhoea on three separate occasions in the month of the policy being purchased and the two months prior to that. Around six weeks after the cover was purchased, Miss G made a claim for the treatment of diarrhoea again which is referred to in the pet’s clinical notes as *“Re-visit as ongoing issues with D+”* referencing the diarrhoea.

I know Miss G and her vet feel that no definitive diagnosis was reached in relation to each incident so no link could be made, but I don’t think that makes a difference here. The policy doesn’t require a definitive diagnosis to be made. It only requires there to be symptoms of or the pet having received treatment or medication for an illness in the 24 months before the start of the policy. For the avoidance of doubt *“Illness”* is defined as *“any sickness, disease, illnesses or any changes to your pet’s normal everyday health and not caused by an accident”*. In this case I’m satisfied that the pet’s recurrent diarrhoea falls within the category of sickness, whatever the cause. Because of this I think it was reasonable for C&G to turn down Miss G’s claim for the reasons they did. And I don’t think they needed any more clinical evidence to support the position given the pet’s existing clinical history.

Turning now to the time it took C&G to reply to Miss G’s claim. It took C&G around three weeks after the claim was made to decline it. I don’t think this was an exceptionally long period of time given the intervening holiday period during which I imagine C&G’s business was closed. So, although Miss G chased them during this period, I don’t agree that there were any unreasonable delays on C&G’s part, such that C&G need to do anything beyond offering an apology to her, as they have done here. So I don’t think they need to do anything more. And although Miss G chased C&G in between this period, that doesn’t mean that C&G did something wrong in itself. I can see that they did reply to her on each of the occasions she got in touch with her to confirm the claim was still being considered.

Finally, I’ve looked at what Miss G has said about the information on C&G’s website about the time frame in which claims will be paid. I don’t agree this means she was led to believe her claim would be paid. Insurance policies are subject to terms and conditions and for the reasons I’ve mentioned, Miss G’s claim wasn’t one that wasn’t covered by the policy, which C&G explained to her. So I don’t agree she was misled in any way.

My final decision

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

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss G to accept or reject my decision before 14 May 2024.

Lale Hussein-Venn
Ombudsman