

## **The complaint**

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

Miss N says C&G treated her unfairly.

## **What happened**

Miss N made a claim on her C&G pet insurance policy for treatment to her pet on separate dates in June 2021. Miss N says the treatments were for two separate incidents that were unrelated, but that C&G have wrongly treated them as linked. Because of this C&G applied one policy limit which didn't extend to what Miss N felt was a second claim.

C&G have also declined to pay for part of the treatment Miss N's pet received in relation to the administration of fluids because they thought this was unnecessary.

Miss N says C&G have treated her unfairly, unnecessarily dragged out her claim and failed to cancel her policy when she asked them to. Overall she wants C&G to treat the two claims as distinct and pay them in full as well as cancel her policy.

C&G have said the pet's clinical notes don't support that the two claims are distinct, that the short period of time between episodes, the lack of diagnosis and the fact that the information provided by Miss N doesn't isn't consistent with the clinical notes means that it's not fair to treat them as separate conditions. They've also said that the claim for fluid therapy appears to have been routine rather than a necessary part of the pet's treatment, so it's not covered by the policy.

Our investigator considered Miss N's complaint and concluded it should be upheld. She thought that the weight of the evidence pointed towards the two incidents the pet was treated for to be different and that the fluid therapy was essential and not routine. As such the investigator recommended that the second incident be reassessed by C & G as a separate condition and the fluid therapy be paid plus interest at 8% per year simple from the time this was paid by Miss N.

C&G don't agree. They now say the fluid therapy was only down to the negligence of Miss N in not taking the vet's initial advice and that this is excluded by the policy. They also say their own vet's evidence should be given equal weight as one of the vets that provided advice in support of Miss N's complaint didn't review the pet herself. Because of this 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 uphold Miss N's complaint. I'll explain why.

The starting point is the policy terms. They exclude..."

- *Any amount that is more than the Benefit Limit as shown in Your Schedule;*
- *Any claim which is as a result of an Associated Condition and the maximum Benefit Limit has already been reached for the original Condition.”*

“Associated Condition” is defined as:

*“.. a Condition that is either a recurring Illness and/or Accidental Injury or Lump; or related to a previous Illness and/or Accidental Injury or Lump; or caused by a previous Illness and/or Accidental Injury or Lump.*

*When applying the Benefit Limit and the terms of this Policy, any Treatment for an Associated Condition will be considered as one Condition, regardless of when the Treatment occurred.”*

So, the first issue for me to determine is whether the two admissions Miss N’s pet had for treatment were related in some way.

Miss N initially took her pet to the vet after she was concerned that he might have ingested a grape. The pet was treated for this and sent home two days later.

Around five days later, Miss N’s pet became unwell. Various investigations were carried out and the pet was found to have haemorrhagic gastroenteritis. He was tested for various conditions such as Adison’s disease and Parvo virus but tests for Parvo virus were negative. The clinical notes recorded that the pet had a red oesophagus which looked like chemical burning, so discussions were had about whether the pet had ingested anything corrosive. Miss N said she’d not seen him doing this. The notes recorded a possible gastrointestinal infection but were inconclusive as to the cause. Treatment was given and the pet eventually responded well and was discharged 9 days later.

Miss N’s vet says the conditions were unrelated. They list the symptoms as being distinct in each admission despite the proximity of time and that it would be extremely unlikely that the ingestion of a grape was related to the symptoms later experienced for which the pet was admitted a full five days after discharge. Conversely C&G’s vet says that they do see a causal link between the two admissions. He says that on the first admission the pet was showing gastrointestinal signs, namely anorexia and nausea and that the clinical notes record that Miss N said the pet had not been right since he ingested a grape. He also says there’s no evidence of the pet ingesting caustic material which is what is being contended could have contributed to the second admission.

In order to successfully apply the exclusion C&G are relying on, the onus is on them show the conditions are related in some way. I’ve thought about everything the parties have said as well as the veterinary experts and what’s recorded in the clinical notes, and I’m not satisfied that in this case C&G have shown that, on balance, the conditions are related. I say so for a number of reasons. Firstly, the symptoms Miss N’s pet was experiencing were not consistent. Whilst it’s true that the pet was recorded to have nausea and anorexia after the report of potentially ingesting a grape, they also qualify that the pet seemed fine, that he ate grass and was funny with food anyway. Secondly when the pet was initially discharged it was recorded that he was bright and had eaten well. When the pet went back five days later, he was vomiting, had diarrhoea and was lethargic. So, there was a definite change in his condition. Whilst certain conditions were ruled out, no diagnosis was given for the underlying cause of the second admission and the pet’s vet’s testimony was that it was extremely unlikely this could have been caused by the ingestion of a grape. In addition, the notes recorded the pet’s oesophagus looked like chemical burning, which were not previously noted. Whilst it’s unclear what could have caused this, I’m satisfied that the symptoms the pet was experiencing were different, that the clinical evidence is that the pet’s state of health

on the first discharge versus how unwell he became on return five days later, is inconsistent with the ingestion of a grape and that this was unlikely to have developed in this time.

C&G have not provided any evidence to explain how the first condition likely caused the second one other than to say that there were gastrointestinal signs. But those signs were different to the signs the pet presented with later. In the absence of anything that properly explains why the pet might have developed the later symptoms it presented with on the second visit, I'm not satisfied that C&G have shown that they were somehow related. As such I don't think it's fair for them to have applied the exclusion they're relying on.

Turning now to C&G's refusal to pay the costs of Miss N's pet being given fluids on its first admission. In their final response letter C&G relied on their policy term that they would not cover:

*"Any claim for cosmetic, elective, or routine Treatment or any Treatment which is preventative and not treating an Illness or Accidental Injury..."*

In response to the investigator's view, C&G now say that Miss N was negligent in not seeking immediate treatment for her pet when she noticed he might have ingested a grape and was told to seek medical treatment. C&G rely on the following general exclusion:

*"... We will not pay claims for any of the following reasons;*

- Any malicious or wilful injury or gross negligence suffered by Your pet which is caused by You or members of Your family".*

C&G say Miss N's pet was not examined by a vet for 14 hours after potentially ingesting a grape which was against the advice she was given despite being aware of the possible serious medical complications that might occur from lack of treatment.

I've thought about what Miss N's vet has said. Based on everything I've seen, it seems the pet would always have been given fluids had it been brought in straight away rather than 14 hours later. And given Miss N couldn't say with certainty whether her pet had ingested anything at all, I can quite understand why she might have been hesitant to have the vets administer invasive treatment if this hadn't happened. In addition, Miss N's vet has made clear that the fluid therapy was an essential part of the treatment to flush out possible toxins which might have been absorbed into his bloodstream had he ingested a grape. So, I'm not persuaded that this amounted to routine treatment. Rather it amounted to clinical protocol but that's not the same thing as routine treatment.

Whilst C&G's assertion that Miss N acted negligently was not relied upon in initially turning down her claim and therefore is not a submission I'm taking into account when determining this issue, I should point out that if C&G were to turn down Miss N's claim again on this basis, we would be unlikely to agree with them given that it was not known with certainty that the grape was definitely ingested by the pet and the treatment would unlikely have been different if the pet had been seen earlier. As such I think it's unlikely C&G would be able to establish Miss N acted negligently such that it caused them to incur costs they wouldn't have always incurred.

For the reasons set out above, I uphold Miss N's complaint against C&G and direct them to put things right as I've set out below.

### **Putting things right**

C&G should:

- Reassess Miss N's claims and treat them as two distinct conditions, then pay them accordingly.
- Pay out the claim for fluid therapy as part of the first claim to Miss N.
- Pay Miss N interest of 8% per year simple on the sums that have yet to be paid to her in respect of her claims.
- If the claims are dependent on the premiums for the entire policy year being paid C&G should ask Miss N whether she wants the policy to be cancelled at renewal rather than part way through the policy year. If Miss N wants her policy to be cancelled from the point at which she requested this, then C&G should action this request and reimburse her for any policy premiums due to her.

### **My final decision**

I uphold Miss N's complaint against Casualty & General Insurance Company (Europe) Ltd and direct them to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 3 October 2024.

Lale Hussein-Venn  
**Ombudsman**