

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.

Miss G feels that C&G have treated her unfairly.

What happened

In May 2023 Miss G took out a pet insurance policy with C&G. In August 2023 she started making claims on the policy for various problems her pet was experiencing.

C&G considered the claims and approved some of them but not others. After reviewing the matter further, they concluded that none of the claims made should have been covered because the claims related to symptoms of conditions that were pre-existing before the policy was in place.

Miss G doesn't agree. She feels that C&G have ignored factual evidence when determining the outcome of her claims and that they've made mistakes. She says C&G's actions have caused her considerable loss and distress for which she wants to be compensated.

Our investigator considered Miss G's complaint and concluded it should not be upheld. Miss G doesn't agree 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. Before I explain why, I wish to acknowledge both Miss G's strength of feeling about her complaint and the volume of submissions she's made. Whilst I have considered everything she's said, I won't be addressing it all. That's not intended to be disrespectful but instead represents the informal nature of the Financial Ombudsman Service. In this decision I'll concentrate on addressing the crux of Miss G's complaint, namely whether C&G treated her fairly.

The starting point is the policy terms. They exclude cover for any pre-existing conditions or claim costs relating to the applicable waiting period set out within Miss G's policy schedule. In the policy, "*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 with (C&G)".

The issue for me to determine here is whether Miss G's pet was exhibiting symptoms of the conditions it was eventually diagnosed with prior to the policy commencing.

Whilst Miss G disputes that her pet was experiencing any problems at all before May 2023, the clinical notes record the following on 18 April 2023:

“Discussed diet gradually losing weight? Diet change advise if weight loos continues to book comprehensive BT”.

And on 24 April 2023 the vet notes record a further entry for the pet, which says:

“Lost 800g in the last weeks, feeling more hungry but very active and not lethargic... sometime having the faeces softish and solid at the same time”.

The advice given at the time was for Miss G to increase the pet’s food to include turkey and rice as well as start on supplements. The notes also say:

“INI or worsening adv for full bloods in house, as well as TLI and colabalamine folate, as well as have a Thyroid profile... Rev in 10-14 days to rev body weight”.

Miss G says that at the time she had no concerns about her pet’s weight and that she was not exhibiting any symptoms or medical issues at the time. Rather Miss G maintains that the purpose of the first visit was to ask for advice about her pet’s food and the second was to ask about flea and worming and to ensure her pet was on the best food for her. Whilst that might be right, this was not reflected in the pet’s clinical notes. Rather the entries made by the treating vets were initially about the possibility of gradual weight loss and then about a further amount of weight loss 6 days later. Reference was also made to the pet’s stools not being as expected at the second appointment.

The question for me to determine is whether these symptoms, weight loss and soft stools, were on balance, signs or symptoms of the claims Miss G made during the policy year. Miss G’s pet was later diagnosed with Exocrine Pancreatic Insufficiency (‘EPI’) and Antibiotic Responsive Inflammatory Bowel Disease (‘IBD’) following concerns by her that her pet was continually losing weight from about August of that year.

The evidence I have seen supports that the weight loss that was first identified by Miss G’s vet in April 2023 seems to have been the persistent reason for investigations from August 2023 and beyond. And whilst Miss G refers to periods where her pet was stable health wise before this period and throughout the dates of the claims made, I’m not persuaded that the conditions her pet was eventually diagnosed with weren’t exhibiting symptoms prior to this. Whilst Miss G might not have thought there as cause for concern in relation to the pet’s weight loss between April and August 2023, she was advised in April to have her pet’s body weight reviewed 10-14 days later. The fact that she didn’t offers no evidence of her pet’s weight at that point. Her own vet’s evidence is inconclusive and does not support that the symptom of weight loss is unrelated to the conditions eventually claimed for. Rather they say they can’t be 100% certain that the pet’s symptoms of weight loss are related to the claims Miss G later made. Conversely C&G’s own veterinary advisor says that the clinical signs of weight loss have continued throughout and are therefore linked. Further they say:

“When EPI and IBD occur concurrently the cause is usually the same underlying primary disorder which has yet to be diagnosed...”

Miss G’s current vet has provided some further comments about her pet’s clinical history, but those comments don’t support that the ongoing symptom of weight loss was unrelated to the conditions later claimed for. And whilst the current vet does make the point that if the IBD was the original cause of the weight loss, it would have been unlikely for the pet’s weight to have been stabilised at certain points, she doesn’t comment on the potential for this symptom to have fluctuated as result of the IBD. And for the reasons C&G’s veterinary advisor has set out, it’s quite possible for the cause usually being the same underlying primary disorder which has yet to be diagnosed.

Given the evidence in this case, I'm satisfied that C&G have demonstrated a consistent symptom throughout 2023 of weight loss in Miss G's pet which prompted the treatment that was the subject of the claims she made. The fact that there's no clinical evidence to support the symptom wasn't present between April and August 2023 doesn't to my mind make much difference, largely because the pet had clearly lost weight again in August 2023, so this could well have been gradual and supports the fact that Miss G had no real cause for concern between this time. And given this symptom led to the claims being made, I think it was reasonable for C&G to turn down cover. It was after all consistently a theme for which advice was sought throughout 2023 based on the clinical notes.

In this case C&G have covered some of Miss G's claims but not all of them. For the reasons I've set out, I don't think C&G had to cover any of her claims, so she has benefitted from their mistake in this case. I appreciate that this might have given her the expectation that her claims would be paid throughout, but that doesn't mean that C&G need to pay Miss G's claims. The fact that they have covered some of them when they didn't have to is in my view adequate compensation in the circumstances for those mistakes.

And given my conclusion is that C&G were entitled to decline Miss G's claims, it follows that they've done nothing wrong and therefore I make no award in respect of the compensation Miss G has requested.

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 17 December 2024.

Lale Hussein-Venn
Ombudsman