

The complaint

Miss Y's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which was declined by C&G.

Miss Y says that C&G treated her unfairly.

What happened

Miss Y took out pet insurance with C&G, which started on 11 September 2023.

In November 2023 Miss Y made a claim on the policy when her pet became very unwell. After various diagnostics her vet concluded the pet was suffering from a bone disease for which it was subsequently treated.

C&G considered the claim and said that it wasn't covered by the policy. They said this was because the pet was exhibiting signs or symptoms of the problems it was eventually treated for in November 2023 and this was excluded by the policy. In particular C&G referred to the pet's clinical notes which set out that in September 2023 the pet was identified to be urinating frequently. The pet was examined for this on two separate occasions, two days apart at this time.

When the pet was seen in November 2023 for the problems Miss Y was claiming for, C&G pointed out reference in the clinical notes to the pet '*urinating almost uncontrollably*' and '*wetting himself in bed as bed was wet*'. C&G said this meant the pet was exhibiting signs or symptoms of the bone disease it was eventually treated for, so declined the claim. They also placed exclusions on the policy for bone diseases and associated conditions and anything to do with hyperostosis and associated conditions, which was related to the bone disease.

Miss Y provided a letter from her vet to say the frequent urination her pet was seen for in September 2023 was unrelated to the later problems her pet was treated for in November 2023. That letter set out that the issues the pet was initially seen for were considered to be behavioural. C&G didn't change their position.

Our investigator considered Miss Y's complaint and didn't think it should be upheld. Miss Y didn't agree, so the matter was passed to me to determine.

I issued a provisional decision in April 2024 in which I said:

"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 Y's complaint. I'll explain why.

The starting point is the policy terms. They say:

"What is not insured?

Any claim for Illness or Accidental Injury that relates to a Pre-existing Condition”.

The policy goes on to say “Pre-Existing Condition Means any diagnosed or undiagnosed Condition and/or Associated Condition which has happened or has shown Clinical Signs or Symptoms of existing in any form before the Policy Start Date or within the Waiting Period.”

So, the issue for me to determine is whether Miss Y’s pet was showing signs or symptoms of the bone disease it was eventually diagnosed for in September 2023. C&G say their inhouse vet believes the pet was exhibiting clinical symptoms of the condition it was eventually treated for because the pet had showed uncontrollable urination within the 14-day waiting period of the policy. The note from their vet goes on to say that he’s not suggesting the pet had direct urinary issues, but he can see a definite link in the dog urinating in pain as the condition became more severe and pollakiuria within the waiting period.

I’ve looked at what C&G’s vet has said in relation to the pet’s clinical notes and the time frames mentioned. I’ve also considered two letters from Miss Y’s treating vet and another vet from her veterinary surgery. It’s correct that in September 2023 Miss Y’s pet was seen for passing urine frequently (pollakiuria) but I don’t agree it was seen for uncontrollable urination at this time as is suggested by C&G’s vet. The frequent urination was noted within the 14 day waiting period of the policy so any conditions that showed clinical signs or symptoms during this time would be excluded. Miss Y’s vet is clear that the cause of the pollakiuria was considered to be behavioural whilst the November 2023 reference to the pet having uncontrolled urination was because he was too unwell and in too much pain to move to go to the toilet elsewhere. This is confirmed by another vet at Miss Y’s surgery who said that:

“We saw (the pet) for investigation of increased urination/drinking (polyuria/polydipsia) in September 2023 – this was thoroughly investigated and, due to exclusion of any other underlying mechanisms was deemed to be behavioural in origin. At this point, (the pet) did not have a high temperature (pyrexia), any indication of leg pain/instability or lethargy. We then saw (the pet) on 16th November 2023 due to him being lethargic, unstable on his legs and having a high temperature (pyrexia). His urination was commented on due to the urination on his bed alerting his owner to the degree of lethargy/instability he was experiencing. It would have been remiss of us to not check (the pet’s) urine as part of our diagnostics in this case, but this was considered normal. He was then referred for further investigation into his presenting signs of lethargy, instability and pyrexia; and was diagnosed with hypertrophic osteodystrophy. This condition is not associated with polyuria/polydipsia and none of the laboratory or physical abnormalities noted and investigated in November were present as part of the investigative process in September. These conditions are not linked to each other.”

Taking into account the fact that the pet had no other symptoms other than frequent urination in September 2023 (and not uncontrollable urination as suggested by C&G’s vet) and the fact that he was a puppy that was yet to be toilet trained, together with the evidence of the vets that Miss Y has provided, I’m satisfied that the pollakiuria was not a clinical sign or symptom of the later problems her pet experienced when he became unwell.

It’s clear to me from the evidence I’ve seen that the pet’s later problems with incontinence were essentially because it was too ill and in pain to move. That can’t reasonably be connected to a behavioural issue of frequent urination which was observed 2 months before. The evidence I’ve seen is that the illness the pet was later found to have did not feature incontinence- rather the incontinence was simply a side effect of the extent of it being so unwell that it could not move. So, I’m not satisfied that C&G, or their vet, have provided sufficient evidence to show the exclusion they’ve applied here is reasonable. I also think C&G’s vet’s reference to the pet having uncontrolled urination in the 14 day waiting period of the policy is simply wrong. This featured in November 2023 which is the subject of Miss Y’s

claim.

Because of this, I think C&G should put things right in the way I've set out below.

Putting things right

C&G should:

- *Pay Miss Y's claim in accordance with the remaining terms of the policy.*
- *Pay Miss Y interest at 8% per year simple on the sum it pays out under the policy, from the date the claim was made until it is paid.*
- *Remove the two exclusions it has applied for the policy year relating to bone disease, hyperostosis, and related conditions.*
- *Pay Miss Y £150 in compensation for the trouble and upset caused to her in declining this claim. In particular I note that Miss Y was put to the trouble of obtaining evidence from her vet twice in order prove the pet's diagnosis in September 2023, which I think caused her both inconvenience and frustration, when the first letter from her vet should have been sufficient to allow C&G to reach the correct conclusion and accept her claim. I also think C&G's judgment was based on their inhouse vet's evidence which was factually wrong which C&G should have picked up on. This would have added to the stress caused to Miss Y which I've taken into account when arriving at the figure of compensation I've specified here."*

I asked both parties to provide me with any more comments or evidence that they wanted me to consider in response to my provisional decision. Both parties have responded. Miss Y has accepted my provisional findings, but C&G have not. They've said the urination is the first presenting sign of anything abnormal with the pet and it was deemed notable enough to be recorded twice in the clinical notes in September. They've also said hypertrophic osteodystrophy can have a milder and chronic presentation and in this case it's more than feasible to deem mild amounts of pain causing the urination issues, the onset.

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 Miss Y's complaint should be upheld for the same reasons set out within my provisional findings.

C&G's current submissions seem to be that frequent urination was the first presenting sign of there being anything abnormal with this pet. But the policy doesn't require there to be anything abnormal with the pet in order to exclude the condition Miss Y was claiming for. It requires the pet to be showing signs or symptoms of the bone disease it was eventually diagnosed for in November 2023. The fact that frequent urination was recorded twice in September 2023 doesn't mean in itself that the conditions were connected. And whilst it's possible that the bone disease the pet was eventually diagnosed with could have presented by way of milder symptoms sooner, I need to be satisfied that it was more likely than not the symptoms the pet was exhibiting in September 2023 were on balance, signs of the bone disease. There is no evidence that supports that the pet was experiencing mild amounts of pain causing frequent urination in September 2023. Neither Miss Y nor the treating vet have provided any submissions about this at all. C&G's latest suggestion that this was the reason for the frequent urination is speculative at best and not based on any evidence other than hypothesis. And given the weight of evidence I've seen points to the earlier incidents of frequent urination being down to behavioural issues, I'm not satisfied that C&G have

established they were entitled to exclude Miss Y's claim in the way that they have. For those reasons they should put things right as I have set out below.

Putting things right

C&G should:

- Pay Miss Y's claim in accordance with the remaining terms of the policy.
- Pay Miss Y interest at 8% per year simple on the sum it pays out under the policy, from the date the claim was made until it is paid.
- Remove the two exclusions it has applied for the policy year relating to bone disease, hyperostosis, and related conditions.
- Pay Miss Y £150 in compensation for the trouble and upset caused to her in declining this claim. In particular I note that Miss Y was put to the trouble of obtaining evidence from her vet twice in order prove the pet's diagnosis in September 2023, which I think caused her both inconvenience and frustration, when the first letter from her vet should have been sufficient to allow C&G to reach the correct conclusion and accept her claim. I also think C&G's judgment was based on their inhouse vet's evidence which was factually wrong which C&G should have picked up on. This would have added to the stress caused to Miss Y which I've taken into account when arriving at the figure of compensation I've specified here.

My final decision

I uphold Miss Y'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 L to accept or reject my decision before 5 June 2024.

Lale Hussein-Venn
Ombudsman