

The complaint

Mr L has complained that Casualty & General Insurance Company (Europe) Ltd (C&G) unfairly declined a claim on his pet insurance policy.

What happened

In June 2021 Mr L took out a pet insurance policy online with C&G to cover his dog whom I'll call M. The policy renewed in June 2022.

In March 2023 M became unwell. He was vomiting and drinking a lot. After some investigation the vet carried out surgery to remove a foreign body from his intestine.

Mr L made a claim under the policy for the cost of the treatment. C&G declined the claim. It said the policy didn't cover pre-existing conditions and as the dog had been taken to the vet because of ingesting foreign bodies before the policy was taken out, it was treating this as a pre-existing condition.

Mr L's vet confirmed that the claim wasn't related to any previous condition and the cause was an accident. As C&G didn't change its decision, Mr L brought a complaint to this service. Initially our Investigator recommended that the complaint be upheld but she later changed her decision. On reflection she didn't think C&G had treated Mr L unfairly.

As Mr L didn't agree, the matter has been referred to me.

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.

Mr L's policy, like many other pet insurance bodies, doesn't cover pre-existing conditions. The policy defines a pre-existing condition as:

“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.”

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.”*

This service has a longstanding approach when considering complaints regarding pre-existing conditions. We consider it fair and reasonable for a business to decline a claim on the basis of a pre-existing condition only where the consumer had reasonable knowledge of something that could at some point give rise to a claim.

In this case M's clinical history reveals that January 2018 M was taken to the vet as he had been vomiting for about three weeks. The vet noted that M was "*not really a scavenger but does chew toys.*" After opening up M's abdomen the vet removed a foreign body. According to the notes Mr L couldn't identify the foreign body or where it had come from. Mr L made a claim to another insurer for the cost of the treatment.

In October 2020 Mr L took M to the vet as M had been chewing on something and it was suspected that something was stuck in his oesophagus. X-rays showed something that might have been a foreign body was in M's stomach, so the vet said it should pass by itself without the need for surgery.

In March 2023 Mr L took M to the vet as he had been vomiting. X-rays revealed a foreign body in M's intestine which was removed by surgery.

I think it's reasonable to assume that before he took the policy out in June 2021 Mr L knew M was liable to eat things that weren't meant to be eaten when given the chance. Given this, I am persuaded it is fair and reasonable for C&G to rely on the pre-existing exclusion to decline the claim in this instance.

Mr L has also complained about the fact that C&G didn't provide him with the definitions of "*Condition*" and "*Associated Condition*" before he bought the policy and as a result he wasn't aware of the full extent of the exclusion for pre-existing conditions. C&G has provided evidence of the sales journey Mr L would have followed when he bought the policy online through a price comparison website. It didn't recommend the policy to Mr L, so it didn't need to make sure the policy was suitable for his needs. It had a responsibility to provide information that was clear, fair and not misleading so that he could make an informed decision on whether the policy was suitable for him.

As part of the sales process Mr L would have been told:

"Did you know..."

Pet insurance is meant to protect against future events. This means it won't cover [name of pet] for any known medical conditions., illness or injuries that he already has (pre-existing conditions). If you want to cover anything [name of pet] already suffers with then you'll need to speak to a specialist provider."

Mr L would have been asked whether he wanted cover for any pre-existing medical condition and a pop-up description of pre-existing conditions said:

"Specific definitions might vary between insurers but most categorise a pre-existing condition as:

- A condition that occurred or showed symptoms before the policy was taken out*
- A condition that results in the same diagnosis that your pet had before the policy was bought*
- A condition resulting from an illness or injury your pet had before you took the policy out"*

In this case I think it is sufficiently clear that a claim for a condition that M had had previously, namely ingesting a foreign body, wouldn't be covered under this policy.

Like many insurers that advertise on price comparison websites, C&G provided a brief list online of the benefits and exclusions of the policy. It didn't list every circumstance in which a claim wouldn't be covered. I don't think that's unreasonable. After Mr L bought the policy, C&G emailed him a copy of it and recommended he should read it. The policy set out in

detail the definitions on which C&G later relied to decline the claim. This would have enabled Mr L to make an informed decision about whether the policy was suitable for him within the 14-day cooling off period during which Mr L could have cancelled the policy without a financial penalty.

Overall I'm satisfied that Mr L was provided with clear information about the exclusion for pre-existing conditions and I can't fairly hold C&G responsible if he didn't realise the full impact of the wording.

I appreciate Mr L's frustration at finding he wasn't covered for vet's fees when he and his vet believed he should have been. But based on the online sales journey and the policy wording I can't see that C&G has treated him unfairly or unreasonably.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 December 2023.

Elizabeth Grant
Ombudsman