

## **The complaint**

Mrs R has complained that Casualty & General Insurance Company (Europe) Ltd unreasonably refused to pay her claim under her pet policy.

## **What happened**

Mrs R took out a pet policy with C&G to start on 1 April 2023. The policy had a waiting period which expired on 15 April 2023.

Mrs R took her dog to the vet on 21 April 2023 as he had been limping for four days on his right front leg. The vet thought as it was intermittent lameness that it was likely to be due to a muscle strain or other soft tissue injury and prescribed anti-inflammatories. By 2 May there was little improvement so more anti-inflammatories were prescribed. By 13 June the vet decided Mrs R's dog needed x-rays. These x-rays were then referred to a specialist vet who gave an opinion.

Mrs R then submitted a claim to C&G for these vet fees. C&G declined her claim as it said the vet history showed Mrs R's dog has suffered previous lameness in his right back leg in March 2021 which was before this policy started. It decided therefore this incidence of lameness was related to a pre-existing condition which was specifically excluded under her policy.

Mrs R's vet said there was no connection between an issue of lameness in the dog's right back leg two years previously with the issues Mrs R's dog was suffering from in his right front leg some two years later.

However, C&G refused to change its stance, so Mrs R brought her complaint to us. The investigator was of the view C&G's stance on the matter wasn't reasonable and that it should pay Mrs R's claim in line with the remaining policy terms and add 8% simple interest.

As C&G didn't respond to the investigator's view Mrs R's claim has been passed to me to decide.

## **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'm upholding this complaint. I'll now explain why.

Mrs R's vet clearly says there is no correlation between the lameness in the dog's right hind leg in 2021 and the subsequent lameness in the dog's right front leg two years later in 2023, given both are soft tissue injuries and there is an absence of any bone involvement. Given the vet history also shows just this, and there is a lack of any reference to the previous

different leg issue in 2021 by the referral vet, I consider this very persuasive evidence that there is no such relationship between the two leg issues.

Mrs R also says the 2021 incident which involved her dog's right hind leg was caused by tripping up on a pavement kerb and resolved within a couple of days. Her dog's vet history confirms her testimony as there are no further entries concerning this incident. That leads me to the conclusion that there is nothing in the vet evidence which would show Mrs R's testimony about the short recovery period of the right hind leg incidence in 2021 is mistaken or incorrect. It clearly isn't.

I don't find it at all fair or reasonable for C&G to say in its final response letter that it is dismissing the opinion of her present vet on what the previous vet said about the 2021 incident, as this present vet didn't examine Mrs R's dog in 2021. That is grossly unreasonable in my view as there is no policy condition that demands this. Furthermore, its own internal vet was obviously happy to opine on both vets' views when he himself never examined Mrs R's dog at all. Therefore, if C&G finds that acceptable so too must it find it acceptable for a present vet to consider the vet history beyond that of his own dealings with the pet. C&G can't take advantage in this way as it shows it is less than reasonable in the proper consideration of Mrs R's claim.

I consider C&G's internal vet evidence also lacks rational coherency as he says the following:

*'As per the policy wording, we would consider the initial lameness in 2021 an associated condition, several hypotheses were made including cruciate ligament disease and the start of intervertebral disc extrusions. No diagnosis was reached, additionally the altered weightbearing and gait would place an additional strain on the other limbs. Additionally given the onset was 2 days after the waiting period and this is a chronic waxing and waning lameness, it is highly likely that this originated prior to the policy being valid.'*

First there is no cruciate ligament in a dog's front leg. Secondly there is no evidence in the vet history that Mrs R's dog continued to have problems with his right hind leg indicating any possible cruciate ligament issue. Indeed, the evidence points to the right hind leg issue resolving quickly as in a couple of days. It doesn't seem reasonable to me to conclude that a couple of days limping on a right hind leg in 2021 would cause such extensive gait issues so as to cause a problem some two years later in the dog's right front leg. That simply doesn't make sense to me. There is absolutely no evidence anywhere of disc extrusions either.

Further Mrs R's own vet never mentions it in relation to the 2023 incidence, and indeed Mrs R's specialist vet merely says the following:

*'Thank you for your advice request. There is bilateral short ulna syndrome present although I would be surprised this would cause problems unless OA kicks in. There is no OA visible on x-rays. Right shoulder seems to have some increased sclerosis in subchondral bone of scapula. If there is an increased subchondral bone sclerosis in shoulder most likely this would be due to some form of instability connected with injury to shoulder. Neurological compression of nerve- rather would give constant issues rather than morning ones. If this problem is intermittent, you might try 6 weeks of NSAIDs with 15 minutes lead walks, few times daily and see if this will improve. If not, or owner would like to process with referral we would be happy to see it for fore limb lameness workup.'*

I don't consider it's reasonable to consider any sort of waxing and waning condition is going on with Mrs R's dog given he recovered in a couple of days after the 2021 incident and

never suffered anything with his right hind leg again given it appeared to have been caused by a bang to his leg from the pavement curb when he tripped on it. There is no evidence that Mrs R's dog ever hurt his right front leg in this pavement curb incident either. And there is no problem with either of the dog's left legs either, so I'm a loss to consider what sort of waxing and waning condition C&G's vet could be alluding to. Therefore, I don't consider his evidence to be persuasive on the matter, given the actual evidence that is contained in the dog's vet history.

Instead, I consider both C&G and their internal vet are more concerned that this is an early claim on the policy given Mrs R presented to her vet with a four-day problem with her dog's front right leg on 21 April 2023 with the waiting period for presenting any claim expiring on 15 April 2023. That means from Mrs R's testimony her dog began having these problems with his right front leg a mere two days after the waiting period ended.

It's not unusual for pet insurers to be concerned with early claims like this. Sadly, there are instances where someone with a sick pet might take out a policy in order to make a claim on the policy and try and pretend the issue didn't happen until after the policy was in place. But there is no evidence of that here in Mrs R's case. It is of course equally possible a dog or pet can just happen to get a problem like Mrs R's dog did so close to the expiry of the waiting period. There is no evidence to show me there was any problem with the dog's right front leg until 17 April 2023.

C&G said in its final response letter that it wanted evidence her dog wasn't having his right front leg problems before 17 April 2023. But I'm not sure what further evidence Mrs R or indeed anyone else can give to show this. Certainly, I've found Mrs R's testimony about how quickly her dog's right hind leg recovered back in 2021 to be not lacking in any veracity. And likewise, there is no sense that her testimony on the date her dog began to suffer problems with his right front leg was a different date than what she told her vet who duly noted it in the vet history. Vets are fully aware of their duties to accurately note such matters in the vet history as part of their regulations. And of course, they also know that pet insurers are fully entitled to rely on what is written in the vet history too.

So, in conclusion there is nothing to show me that just because this is an early claim there is anything suspect about it. The policy terms and conditions pay valid claims which are presented after the expiry of the waiting period and there's no evidence before me that Mrs R's claim isn't a valid claim.

Therefore, I consider C&G should now reconsider Mrs R's claim under the remaining terms and conditions of the policy and seek to pay it. Mrs R has confirmed she has already paid her vet fees in full. On that basis C&G should add 8% simple interest from the date she paid the vet fees.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Casualty & General Insurance Company (Europe) Ltd to do the following:

- Reconsider Mrs R's claim under the remaining terms and conditions of the policy and seek to pay it.

Add interest of 8% simple per year from the date Mrs R paid her vet fees to the date it refunds her. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mrs R for HMRC purposes

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 2 February 2024.

Rona Doyle  
**Ombudsman**