

The complaint

Mrs C has complained that Casualty & General Insurance Company (Europe) Ltd (C&G) has rejected her claim for the cost of veterinary treatment for her dog on the ground that Mrs C hadn't taken proper care and attention as required by her policy.

What happened

The background to Mrs C's complaint is known to both parties so I won't repeat it here in detail. Briefly stated, Mrs C has a puppy who I'll refer to as "A" who swallowed various foreign objects that had to be removed from his stomach by the vet. A had previously eaten a pencil and a sock.

C&G says that Mrs C's policy with it requires her to take proper care and attention to her pet and to ensure that he is under control at all times. It relies upon the following policy term to reject her claim:

General Conditions

- You must provide proper care and attention to Your pet at all times and take all reasonable precautions to prevent Accidental Injury or damage, as well as arranging and paying for Treatment for Your pet to reduce the likelihood of Illness or Accidental Injury*
- You must ensure that Your dog is under control at all times, and due care should be maintained to prevent Your dog from escaping and causing itself Accidental Injury or any other persons or animals.*

C&G maintains that as A's vet's clinical notes confirm that A had ingested foreign bodies on previous occasions, this would indicate that A had not been kept under complete control at all times.

As Mrs C wasn't satisfied with C&G's rejection of her claim she brought her complaint to this service. Our investigator's view was that she didn't think that Mrs C could've taken further *reasonable* precautions to prevent the accidents from occurring. She was persuaded that A wasn't left unsupervised and was being cared for during all three instances and that it wasn't fair or reasonable for C&G to decline the claim on the basis that she didn't meet the general conditions of the policy.

As C&G disagrees with our investigator's view, Mrs C's complaint has been passed to me for a final decision from this service.

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 uploading Mrs C's complaint.

I've considered the policy term that C&G relies upon. I don't consider that the second part of it, which refers to a dog being kept under control at all times, is applicable in this case. I consider its primary purpose is to address injury or accidents that can occur to a dog, other person or other animals if a dog is, for example, not on a lead in circumstances where it would be reasonable to ensure that it was.

Having regard to the first part of the term referred to by C&G, I consider that to expect Mrs C to have her eyes on A at all times to prevent him from potentially a split-second action is unreasonable. The fact that previous incidents were acted upon so quickly evidences that Mrs C was aware of what A was up to and acted swiftly.

I also don't agree with C&G's suggestion that to prevent any recurrence of A finding and eating something he shouldn't, he should be muzzled. I consider such a suggestion to be unreasonable. It's common knowledge that young dogs chew as part of their development.

In my opinion Mrs C did not fail to take proper care and attention of A. I consider she provided proper care and attention within the bounds of what is reasonable. A young dog cannot reasonably be closely monitored continuously, and accidents can happen even if reasonable precautions are taken to prevent them. Mrs C was aware of the risks in failing to do so because of the previous incidents. I consider she took reasonable precautions to prevent such incidents and swift remedial steps to prevent injury when they had occurred because they had occurred so quickly.

I don't consider it is fair or reasonable for C&G to decline her claim in these circumstances.

My final decision

For the reasons I've given above, I'm upholding Mrs C's complaint.

I require Casualty & General Insurance Company (Europe) Ltd to assess Mrs C's claim subject to the other terms and conditions of her policy.

If Casualty & General Insurance Company (Europe) Ltd settles Mrs C's claim, I also require it to pay Mrs C interest on the sum paid at the simple rate of 8% from the date her claim was made to the date that payment is made to her by Casualty & General Insurance Company (Europe) Ltd.

If Casualty & General Insurance Company (Europe) Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs C how much it's taken off. It should also give Mrs C a tax deduction certificate if Mrs C asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 5 September 2022.

Nigel Bremner
Ombudsman