

## The complaint

Miss M has complained that Casualty & General Insurance Company (Europe) Limited (C&G) has declined her claim for the full cost of treatment for her pet dog on the ground that some of the costs were for treatment that didn't treat the illness and therefore weren't covered by her policy.

## What happened

Miss M's dog, who I'll refer to as "F", has been insured by C&G since 21 December 2020. On 18 May 2021 F needed veterinary treatment for possible intoxication having eaten a whole poinsettia plant. He was hospitalised for treatment which included treatment with fluids. He was discharged the same day. Miss M claimed for the total cost of the treatment which came to £627.45.

C&G initially rejected Miss M's claim on the ground that she hadn't taken sufficient care to prevent F from suffering illness as he'd been allowed unsupervised access to the room the plant was in. Miss M referred her complaint against C&G's decision to this service.

Following further investigation, on 23 May 2022 C&G subsequently accepted that Miss M had taken reasonable steps to ensure F's safety and that the incident that had caused F's illness was unexpected. It therefore reviewed F's treatment and agreed to pay £292.02 of the total amount claimed. But it didn't accept that it was liable for a further £245.43 claimed for fluid therapy, and referred to a term of Miss M's policy which states as follows:

*What is not insured?*

- *Any claim for cosmetic, elective, or routine Treatment or any Treatment which is preventive and not treating an Illness or Accidental Injury*

On 24 May 2022 F's vet informed Miss M in writing as follows:

*"I have spoken with one of my colleagues, and we can confirm that fluid therapy is used as essential treatment to any toxicity. If we were to contact the Veterinary Poisons Information Service about any toxicity, their 1st line of treatment would be to recommend fluid therapy to help flush out any toxins within the body due to the risk of kidney damage. Without this treatment the risk of kidney damage and failure is increased. It is not a preventative treatment; it is essential and our vets recommend this to any toxicity case we deal with."*

On 21 June 2022 F's vet also provided a letter explaining that fluid therapy was an essential treatment of any form of toxicity as it aids in the expulsion of toxins without which there is a high risk of renal failure and further organ and tissue damage.

On 29 June 2022, our investigator wrote to C&G to ask for its comments on the vet's professional opinion that fluid therapy is essential, and if it wasn't willing to reconsider Miss M's claim, to provide the reasons why, along with a copy of any professional opinions it relied upon to decline this part of the claim. A reminder was sent to C&G on 7 July 2022.

As C&G didn't respond to our investigator, she provided her view on Miss M's complaint, which was to uphold it. C&G hasn't provided any response to our investigator's view so Miss M's complaint has been referred to me for a final decision by an ombudsman.

### **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 Miss M's complaint and I'll explain why.

C&G has referred to a term of the policy that excludes cover for treatment that is cosmetic, elective or routine, or which is preventative and isn't treating an illness or accidental injury. But it hasn't provided any basis for its reliance on this term. It hasn't provided any professional or any other evidence that fluid treatment for toxicity falls within the scope of this exclusion.

In my view, having taken into account the clear professional opinion expressed by F's vet, the fluid treatment that F received is clearly an important part of the treatment F received for his illness, namely toxicity. F's treating vet has been quite clear as to how essential fluid treatment is in treating cases of toxicity. It's not cosmetic, elective or routine. It is preventative only in the sense that without such treatment, there is a high risk of further organ and tissue damage.

My conclusion is that I consider that C&G's rejection of Miss M's claim is based upon an exclusion that is inapplicable in this case. It has acted unfairly and unreasonably towards Miss M in excluding the cost of F's fluid treatment and it should re-assess her claim.

I also consider that C&G has acted unfairly in delaying its assessment of Miss M's claim that was made in June 2021 and in its failure to respond to the further information provided by F's vet in May 2022. This will have caused Miss M unnecessary distress and the inconvenience of having to pursue her complaint through this service. I agree with our investigator that it would be reasonable for C&G to pay Miss M compensation of £100 for this.

### **My final decision**

For the reasons I've given above, I'm upholding Miss M's complaint.

I require Casualty & General Insurance Company (Europe) Limited to re-assess Miss M's claim subject to any other terms and conditions of her policy.

I also require Casualty & General Insurance Company (Europe) Limited to pay Miss M interest on any sum paid following such reassessment at the simple rate of 8% from the date of her claim to the date that payment is made to her.

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

I also require Casualty & General Insurance Company (Europe) Limited to pay Miss M compensation of £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 23 November 2022.

Nigel Bremner  
**Ombudsman**