

The complaint

Mrs B has complained that Casualty & General Insurance Company (Europe) Limited ("C&G") has declined to make payment in full for treatment for her dog.

What happened

The background to this complaint is well known to both parties so I won't repeat it here in detail.

Briefly stated, Mrs B's puppy, who I'll refer to as B, developed a lump which was removed by his vet. Mrs B claimed for the cost of this treatment from C&G who initially declined the claim on the ground that the surgery was elective. It subsequently reviewed its decision and agreed to pay that part of Mrs B's claim that related to the initial surgery. It continued to decline her claim for the cost of subsequent treatment that was required because B was "self-traumatizing" the wound and preventing it from healing which necessitated another procedure.

C&G relies upon the following policy term for declining the claim:

"General Conditions

- 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."*

The vet's notes show that B was provided with a buster collar and a medishirt to prevent damage to the wound from scratching, and his left hind foot was dressed to help reduce the chance of self-trauma. According to the vet, this is "usually sufficient to prevent self-trauma in most dogs". When B returned to the vet on 10 December 2021 he had a fluffy sock taped to his paw and his owners were advised that a sock should be placed over a bandage.

C&G argues that inappropriate methods were used by Mrs B to protect the wound, and that reasonable steps weren't taken to prevent B from accessing it.

Mrs B continues to be unhappy with C&G's attempts to deny her claim in full and isn't willing to settle for the reduced amount that C&G has agreed to pay.

Our investigator's view was that due care was taken as Mrs B followed the aftercare recommended by the vet. He also considered that the policy terms don't exclude all accidental injuries or self-inflicted injuries or trauma. His view also included that as C&G had twice declined claims from Mrs B when it shouldn't have, Mrs B was caused distress for which he recommended C&G pay her £100 compensation.

C&G doesn't accept our investigator's view and has asked that the matter be referred to an ombudsman. It's therefore been referred 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 upholding Mrs B's complaint and I'll explain why.

Firstly, I consider that the policy term which C&G relies upon to decline Mrs B's claim is very plainly inapplicable in these circumstances. B wasn't out of control in the manner that term suggests, and the due care that has to be taken is to prevent a dog's escape which might then lead to injury to itself, other persons, or other animals. In my view it is inapplicable to cover the situation of a dog that causes injury to itself from scratching.

Secondly, even if the term could be strained to such an extent as to cover B's situation, I don't consider that there was a lack of due care on Mrs B's part. She was using the buster collar and medishirt that the vet said were usually sufficient to prevent damage to wounds. She asked the vet to put a bandage on B's left hind foot to prevent further scratching. She also used a fluffy sock taped in place to prevent damage from B scratching himself. I don't know what more could have been done.

In my view C&G has acted wholly unreasonably in declining to pay Mrs B's the £667.26 she has claimed for the cost of B's second operation and I'm going to require it to pay this to her.

I also consider that C&G declining a claim in these circumstances would've been the cause of considerable upset and distress to Mrs B due to the considerable amount of time she has spent and the inconvenience and anxiety she has had to suffer to achieve a fair outcome. I think this requires more by way of compensation than the £100 suggested by our investigator. I consider that in this case Mrs B should receive £200 compensation.

My final decision

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

- I require Casualty & General Insurance Company (Europe) Limited to settle Mrs B's claim for £667.26. If Mrs B has already paid to the vet any part of the sum claimed, this should be reimbursed to her.
- I also require Casualty & General Insurance Company (Europe) Limited to pay Mrs B interest on any sum so paid to her by way of reimbursement at the simple rate of 8% from the date she made payment 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 Mrs B how much it's taken off. It should also give Mrs B 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 Mrs B £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 3 March 2023.

Nigel Bremner
Ombudsman