

The complaint

Mr C complains that Casualty and General Insurance Company (Europe) Ltd have declined part of his claim for treatment provided to his dog B.

What happened

Mr C purchased a pet insurance policy from Casualty for his dog B in February 2021.

In December 2021 Mr C's dog B went into hospital with an infection and required fluid therapy as part of his treatment because he wasn't eating or drinking and he had a high temperature.

Casualty rejected the part of Mr C's claim which related to "fluid therapy", as they said that part of B's treatment was excluded under the policy term which excluded "Any claim for cosmetic, elective or routine treatment or any treatment which is preventative and not treating an illness or injury". They said that the notes didn't show that B had a high temperature or that the treatment was needed. Casualty settled on the rest of the claim.

Mr C complained to Casualty, saying that the treatment of administering fluid was life-saving and he disputed the decision. He provided additional evidence from his vet to support this.

One of our investigators looked into Mr C's complaint and he thought that Casualty should reassess the claim taking into account the additional information now provided by Mr C's vet which showed that the treatment was necessary.

Casualty didn't respond, and so the case came to me to review. I asked Casualty to review the evidence provided by Mr C's vet. They responded that they have reviewed it, but they haven't changed their view.

So, I reviewed all the evidence, and I issued a provisional decision on the complaint. My provisional findings were as follows:

Casualty have refused the part of the claim for fluid treatment under the term in the policy which says excludes cover for:

"Any claim for cosmetic, elective or routine treatment or any treatment which is preventative and not treating an illness or injury"

In their final response, Casualty have said that on 26 December 2021 B was seen by the vet as he had become lethargic and was suffering from "yellow discharge and smelly discharge from prepuce". The vet noted he had been "drinking okay but was off his food this morning."

On 31 December 2021 B was examined again and it was noted "QAR in kennel overnight. Eating well on admit and eaten chicken well this morning hand fed." They say temperature was recorded as 37.2 with a resting heart rate of 80 which would be considered normal.

They said that they consider fluid therapy to be a routine treatment that is included as part of other treatments, and so it isn't covered unless fluids are necessary to save the pet's life and they wouldn't survive without the treatment.

Mr C's hospital vet has provided a very detailed letter dated 6 July 2022 explaining why it was necessary to give B fluids. She has said that B had a high temperature of 40.7 (Pyrexia) before fluids were given, which is why they were given, and that B's temperature then reduced. She has also explained that they continued to provide fluids after that because B was regurgitating food and fluids, and was urinating, but wasn't drinking, and so continuation of treatment was a maintenance rate of fluid support to prevent dehydration. It was only withdrawn when B became able to keep food and drink down and take oral medication.

This evidence was sent to Casualty in March 2022 and acknowledged by them on 24 March 2022. It wasn't considered by them until December 2022, and they have advised that their decision remains unchanged.

There is also an additional letter from Mr C's vets which makes it clear that fluid therapy is never given "routinely" and an animal is only ever given fluids if they were losing more fluid than they were retaining, which can lead to dehydration.

I have reviewed all this evidence, and I consider that this detailed account of the care given by the hospital vets makes it clear that B's temperature was high, and in the range that would be considered a fever. I don't consider that hydrating B to bring down his temperature could be considered to be "routine treatment" as the evidence suggests that it was in response to his high temperature and the linked infection, and was administered to improve his condition. The hospital evidence then goes on to show that the further fluid therapy was to treat possible dehydration caused by the regurgitation, which can be life threatening. I'm therefore satisfied that the evidence shows the fluid therapy isn't routine, and therefore I don't consider Casualty have fairly applied the exclusion in the policy.

In the light of these findings, I therefore intended to uphold Mr C's complaint, and I invited the parties to comment.

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.

I sent Mr C and Casualty a copy of my provisional decision. Neither have replied, so I'm making my final decision for the reasons I've summarised above.

Putting things right

In order to put things right, Casualty should:

Reimburse Mr C for the part of the claim which relates to fluid therapy.

Pay Mr C 8% simple interest on that sum from the date that payment was made until the date that the claim is settled.

My final decision

My final decision is that I'm upholding Mr C's complaint and direct Casualty and General Insurance Company (Europe) Limited to put things right as outlined above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 February 2023.

Joanne Ward
Ombudsman