

## The complaint

Miss J has complained that Casualty & General Insurance Company (Europe) Limited (C&G) has declined her claim when her dog was injured in a fight with another of her dogs.

## What happened

Miss J has four dogs. On 15 January 2022, whilst Miss J was having a shower, two of her dogs had a fight and one was badly injured. She says that the dogs have lived together harmoniously for eight years and an incident like this has never happened before.

Fortunately, the injured dog has made a complete recovery, but the bill for emergency veterinary treatment including an out of hours referral amounted to £963.47. Miss J submitted a claim to C&G but it declined her claim, saying it wouldn't cover any claim that result from her dog causing injury to itself or any other animals or persons. It says her dogs weren't being monitored at the time of the fight and so were able to cause injury to themselves and each other and if Miss J had provided full attention to her dogs the fight could've been prevented. It says her policy requires that dogs must be under control at all times and claims that arise from a dog being out of control and able to cause injury will be declined. It referred Miss J to the following terms of her policy:

*"The following conditions apply to the whole of this Policy*

*• 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 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."*

Miss J says the care and attention term is unrealistic as she'd have to be with all her dogs 24/7 to avoid anything happening to them accidentally. As she didn't think that C&G's rejection of her claim was reasonable she brought her complaint to this service. Our investigator agreed that C&G's rejection was unreasonable. C&G doesn't agree with our investigator's view so has asked that the complaint be reviewed by 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 Miss J's complaint.

I agree with our investigator that the terms upon which C&G relies to reject Miss J's claim are unrealistic and unreasonable, and in the case of the term relating to escaping, inappropriate to the situation.

If it were seriously to be intended by the policy wording that a dog owner had to keep their dog within their sight or to give their attention to it at all times, which is necessary to ensure control, it wouldn't be possible, for example, for two dogs ever to be left unattended in the same room together. No claim for accidental injury, which is stated to be covered by the policy, could ever succeed. Such a wide-ranging exclusion would need to be highlighted as a significant exclusion, but it isn't even mentioned in the Insurance Product Information Document. There was no history of previous incidents involving any of Miss J's dogs as the aggressor which might've required some reasonable precautions to be taken. I don't consider that there were any reasonable precautions Miss J should've taken that she failed to take.

My conclusion is that C&G has acted unfairly and unreasonably in rejecting Miss J's claim and in addition to settling her claim it would be reasonable for it to pay her £150 compensation for the distress and upset of having such a claim rejected.

### **My final decision**

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

I require I require Casualty & General Insurance Company (Europe) Limited:

1. to settle Miss J's claim subject to the other terms and conditions of her policy.
2. to pay Miss J interest on the sum so paid to her at the simple rate of 8% from the date of her claim to the date 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 J how much it's taken off. It should also give her a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

3. to pay Miss J compensation of £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 27 March 2023.

Nigel Bremner  
**Ombudsman**