

## **The complaint**

Miss M has complained about Casualty & General Insurance Company (Europe) Ltd's (Casualty & General's) decision to decline a claim she made on her pet insurance policy.

## **What happened**

Miss M took out a pet insurance policy with Casualty & General on 9 November 2021, which commenced on 13 November 2021.

On 9 October 2022, Miss M made a claim on the policy for veterinary treatment for her dog. Casualty & General declined the claim on the basis that the symptoms of the condition Miss M's dog was suffering from had first been noticed on 27 November 2021, which in its view, was during the 14-day waiting period.

Miss M complained to Casualty & General and received their final response letter not upholding her complaint on 21 February 2023. Casualty & General said that it maintained its view that Miss M's dog had shown symptoms of her condition within the 14-day waiting period of the policy.

Unhappy with Casualty & General's response, Miss M brought her complaint to our service. One of our investigators looked into what had happened and issued a view upholding the complaint.

Casualty & General didn't agree with our investigator's view and requested an ombudsman's decision on the complaint.

## **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've come to the same conclusion as our investigator. I will explain why by first making reference to the relevant policy terms and conditions.

In Section 1 of the policy terms, '*Veterinary Fees*', under the heading: '*What is not insured?*' it lists: '*Any Claim for Illness or Accidental Injury that showed Clinical Signs or Symptoms before your Policy Start Date or within the Waiting Period;*'.

In the definitions section of the policy document, '*Waiting Period*' is described as: '*a period of: 14 days from the Policy Start Date for an illness that occurs or shows Clinical Signs or Symptoms; or 5 days from the Policy Start Date for Accidental Injury, or 14 days from the Policy Start Date for all other sections of covers*'.

The insurance schedule shows a start date of 13 November 2021. Having considered all of the available evidence, including the policy terms, I agree with our investigator that the 14<sup>th</sup> day is 26 November 2021. Miss M therefore first noticed her pet's symptoms after the 14-day waiting period had expired.

Casualty & General have provided a number of screen shots from different websites which calculate 14 days from the date of commencement of the policy to be 27 November 2021. However, in deciding whether or not Casualty & General has fairly declined Miss M's claim, I've first had regard to what the policy terms actually say.

For the 14-day period to expire on 27 November 2021, as Casualty & General argue it does, the policy terms and conditions would need to specify that the waiting period begins the day **after** the policy start date. However, the policy doesn't say that. It simply says 14 days from the policy start date.

The welcome letter sent to Miss M also says: *'Your policy commences on 13 November 2021, please be aware that illnesses that first occur or show symptoms will not be covered for the first 14 days...'*

Having considered everything afresh, it's my decision that Casualty & General's decision to decline Miss M's claim was neither in line with the policy terms and conditions, nor was fair and reasonable in the circumstances. I think the fair and reasonable outcome for Miss M is for Casualty & General to promptly reconsider her claim subject to the remaining policy terms. Due to the time Miss M has been without the money, in the event that Casualty & General accepts the claim, it should add interest to any amount it pays in settlement of the claim, at a rate of 8% simple per year from the date Miss M paid the money to the date it makes payment. Should Miss M be unhappy about Casualty & General's further claim decision, she can make a new complaint about that.

Given I'm not persuaded the claim was fairly declined, and I've seen the matter has caused Miss M a degree of upset and inconvenience, I'm also awarding her £100 compensation.

### **Putting things right**

For the reasons I've set out above, I uphold this complaint and require Casualty & General Insurance Company (Europe) Ltd to:

- Promptly reconsider the claim subject to the remaining policy terms;
- In the event that Casualty and General accepts the claim, add interest to the settlement sum at the simple yearly rate of 8%, from the date of payment to the date of settlement (If Casualty & General thinks it's required by HM Revenue and Customs to withhold income tax from the interest, it should tell Miss M how much it has taken off and provide a tax deduction certificate if required); and
- Pay Miss M £100 compensation for the distress and inconvenience she's been caused by the way it has handled the claim.

### **My final decision**

My final decision is that I uphold this complaint and require Casualty & General Insurance Company (Europe) Ltd to take the actions and pay the awards detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 5 July 2023.

Carolyn Harwood  
**Ombudsman**