

## The complaint

Miss W has complained that Casualty & General Insurance Company (Europe) Limited (C&G) has rejected her claim for veterinary treatment for her dog after he ate a face mask.

## What happened

Miss W's young dog, who I'll refer to as "F", ate a face mask whilst he was on a walk with Miss W. Miss W says this occurred in the late afternoon of 2 February 2022. Miss W thought that the mask would pass through F naturally. However before it did, F became unwell and at 07.30 on 4 February Miss W took F to the vet. He underwent surgery the same day and the face mask, a baby dummy and some plastic were removed from his stomach. Sadly F's condition deteriorated due to blood coagulation problems and he "crashed" during a blood transfusion. As the prognosis for his recovery became poor the decision was made that he be euthanised.

Miss W submitted a claim to C&G for the cost of his surgery to remove the face mask and his subsequent treatment. C&G rejected this claim on the ground that Miss W had waited a considerable amount of time between F eating the face mask and seeking veterinary treatment, which in its view confirmed that she did not take the reasonable steps which could have prevented F from becoming so unwell. Had he received immediate medical attention, he may not have been so unwell.

As Miss W was dissatisfied with C&G's rejection of her claim, she brought her complaint to this service. Miss W says that apart from the emotional upset of losing her pet, she faced financial difficulties in having to pay vets fees of over £4,000 at a time when she faced a number of other difficulties. She wants C&G to settle her claim and to compensate her for the additional stress and financial strain that she has faced due to C&G rejecting her claim.

Our investigator's initial view was that Miss W's complaint should not be upheld as C&G hadn't acted unreasonably in rejecting her claim on the ground that she'd delayed in seeking treatment for F.

In response to that view, Miss W provided further information from F's vet which stated as follows:

*"Immediately postoperatively [F] recovered well from anaesthesia, however approximately an hour later, he collapsed and required emergency treatment. [F] became unable to clot properly and his coagulation parameters became high. Later testing revealed [F] was positive for Lungworm; this is one cause that may have resulted in this cascade of coagulation issues post-op, although other causes were not ruled out at this time. Unfortunately, [F] deteriorated and required euthanasia. In my opinion the owner sought immediate and appropriate veterinary care and followed the treatment options advised. Given there was multiple items located in his stomach and he had an undetected Lungworm infection that potentially led to his inability to coagulate post-surgery, I believe that even if we had known about the face mask the day he had eaten it, his outcome would have likely been the same."*

In response, C&G referred to F's veterinary record and noted that F's preventative treatment for lungworm had been discontinued. It had been informed that treatment for the prevention of lungworm should be taken monthly whilst a dog was a puppy, but F's medication hadn't been taken in August 2021 when F was six months old, or thereafter. It referred to the following policy terms:

*Section 1 – Veterinary Fees*

*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, including but not limited to the following:*
  - *Control and elimination of fleas, ticks, skin mites, worms and **lung worm***
  - *Any claim costs for not having any of the Treatments listed above carried out if suggested by Your Vet.*
- *Any Illnesses that Your pet should be vaccinated against or where Your pet has not been dewormed or treated for fleas*

*Section 10 – General Conditions*

*As with all insurance policies, there are exclusions and conditions that apply to Your coverage. We have listed below the conditions that apply to all sections of Your Policy coverage.*

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

- *As a minimum, Your dog should be vaccinated against distemper, hepatitis, leptospirosis, kennel cough, **lung worm**, heart worm and parvovirus."*

C&G therefore maintains that if the vet's view was that F suffering from lungworm was a potential cause of his rapid deterioration, then the claim should still have been declined due to the contravention of the above-mentioned Terms.

Our investigator issued a revised view upholding Miss W's complaint. She didn't consider that C&G had acted reasonably in declining Miss W's claim for the removal of the foreign bodies from F's stomach. She was also of the view that a claim for lungworm treatment didn't fall within Miss W's claim to C&G so was irrelevant to the investigation of this complaint.

As C&G didn't agree with our investigator's view, it's asked that the complaint be referred to an ombudsman. It was referred to me for a final decision from this service.

I issued a provisional decision. I said that I didn't consider it unreasonable for C&G to decline to cover those veterinary costs that were directly attributable to the complications that followed F's surgery on the basis that these costs might not have been incurred had the policy conditions relating to treatment against lungworm been adhered to.

I said I was proposing to require C&G to pay to Miss W that part of her claim that related to the removal of the foreign objects from F's stomach and post operative treatment but excluding the cost of treating the lungworm related complications that arose thereafter. I said that this amount should be determined by F's vet.

In response to my provisional decision, Miss W confirmed that her vet had provided an invoice for £2,875.71 which covered only the costs associated with F's gastrotomy treatment and excluded the costs associated with lungworm. Miss W says that after deduction of the £90 policy excess, her claim was for £2,755.71.

In its response, C&G confirmed that it agreed with my recommendations and reviewed the costs relating to Miss W's claim. It made a number of deductions:

Total amount claimed:		£4,184.71
Less: Lungworm treatment	£1,367.26	£2,817.45
Less: Surgical waste disposal Consumables (surgical pack/catheter)	£ 12.90	
Anaesthetic over £250	£ 152.13	
Blood sampling fee over £12	£ 311.50	
Lab interpretation over £25	£ 25.53	
	<u>£ 49.53</u>	
	£ 551.59	£2,265.86
Less: Excess	£ 90.00	£2175.86

C&G therefore considers that it should pay Ms W £2,175.86. In making the above deductions which total £551.59, it relies upon the following terms in Miss W's policy:

*"Section 1 - Veterinary Fees*

*What is not insured?*

*• Any miscellaneous costs that do not directly relate to the Treatment of an Illness or Accidental Injury, including but not limited to single use items, non-medical items, cleaning supplies and other such costs that a Vet may charge but are not directly related to the actual Treatment of Your Pet;*

*Section 11 - General Conditions*

*Vet Fees will only be paid if they are: - Reasonable; and Essential for Your pet's health and well-being. We may limit any payment to a maximum mark-up of 100% for veterinary Treatment, medication and dispensing fees. Blood sampling charges will be capped at the UK market average."*

C&G says that the consumable items do not relate directly to F's treatment, and that the fees which are deemed reasonable, and above which it doesn't agree to pay, are based on its research.

### **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 and having taken into consideration the further submissions in response to my provisional decision, I'm maintaining the view that I expressed in my provisional decision but am clarifying what I require C&G to pay.

I'm satisfied that the revised invoice for £2,845.71 from Miss W's vet is a proper basis from which to determine this. From this C&G may deduct the £90 policy excess. This gives a figure of £2,755.71.

I've considered the policy terms upon which C&G relies to make further deductions. I'm not persuaded that it's reasonable for it to make such deductions as it hasn't provided any basis for doing so other than to say that these costs are either not directly related to F's treatment, or that "reasonable" cost limits apply which are based on its research.

In my view, it's reasonable to regard surgical packs and catheters as "directly related to the actual treatment of a pet", and I consider C&G should cover these costs.

The only deduction that I consider might not to be directly related to F's treatment is the £12.90 for the disposal or surgical waste. I'm therefore allowing this deduction.

What vet fees are "reasonable" is subjective and must apply to the circumstances and location in which those fees are incurred. It would not be obvious to anyone, when taking out a policy, what amounts C&G considers to be reasonable. Knowing this might influence their decision whether or not to proceed to do so. And when choosing where to have their pet treated, an insured should not be expected to shop around to find a vet whose costs align with what C&G considers to be reasonable. I consider that it is for C&G to provide a case as to why the fees charged by a vet are unreasonable. I'm therefore not allowing these deductions.

My final decision is that C&G should pay Miss W £2,742.81, being the vet's revised bill of £2,845.71 less the £90 excess and the £12.90 cost of surgical waste disposal.

### **My final decision**

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

I require Casualty & General Insurance Company (Europe) Limited to pay Miss W the following:

1. The sum of £2,742.81.
2. Interest on the said sum at the simple rate of 8% from the date she submitted her claim to the date that payment is made to her.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 21 June 2023.

Nigel Bremner  
**Ombudsman**