

The complaint

Mrs H complains about Casualty & General Insurance Company (Europe) Ltd ("Casualty & General") for declining her claim for treatment for her pet dog, after she thought he may have eaten a toxic food. She wants Casualty & General to settle her claim.

What happened

Mrs H insured her dog, M, with Casualty & General from 2020 onwards.

In February 2022, M got access to a bin bag which contained grapes. When Mrs H discovered M alongside the bin contents she took her to the vet, concerned that she may have eaten a toxic food.

M was treated and given an emetic. No evidence of grapes was found in M's stomach.

The vet's bill was for around £450. Mrs H submitted a claim to Casualty & General for reimbursement of the costs.

Casualty & General requested M's vet history. This included details of a number of occasions in 2018 and 2019 where M had eaten chocolate, cake and pasta and the vet had been consulted about this.

Casualty & General rejected Mrs H's claim. It said that, because M had a history of eating potentially toxic foods her owners ought to have taken additional care to prevent her from accessing human foods.

Mrs H complained. She explained that on the recent occasion the bin big had been on the work surface and she had been called away from the kitchen to respond to her unwell child. While she was distracted the bag fell onto the floor and M accessed the rubbish, which included grapes.

Casualty & General sent its final response letter in July 2022. It maintained its decision to reject the claim and relied on two policy exclusions. These were that owners must take reasonable care to avoid accidental injury, and that owners must ensure their dog is under their control at all times. Casualty & General argued that, given M's history of eating toxic foods, it would have been reasonable to expect Mrs H to keep M out of the kitchen to avoid further incident.

Mrs H was unhappy and contacted us.

Our investigator looked into this matter and did not recommend the complaint be upheld. They considered that M's history meant it was reasonable for Casualty & General to expect that Mrs H would have taken extra precautions to stop M getting access to potentially toxic human foods. Mrs H did not accept that view and asked for an ombudsman decision.

I made some further enquiries with Casualty & General regarding its decision and the way it had considered relevant legislation when making the decision. Casualty & General did not respond to those enquiries.

I therefore issued a provisional decision in May 2023 upholding Mrs H's complaint and provisionally directing that Casualty & General settle the claim and pay to Mrs H £150 compensation for distress and inconvenience.

That provisional decision has been shared with the parties and they have been invited to comment.

Mrs H has responded, stressing that M gaining access to the bin bag was an accident and that she does not feel that there was any more she could have done at the time.

Casualty & General has responded, repeating its earlier arguments about what would have been reasonable for Mrs H to have done, and also ultimately setting out its acceptance of the decision and putting forward its proposed basis of settlement.

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.

Casualty & General has repeated its earlier arguments, but has not addressed my substantive provisional decision, or answered my earlier queries, about why it considered it fair to treat Mrs H as though she had made a misrepresentation.

I consequently have not seen any evidence or arguments to alter my view that it was unfair of Casualty & General to effectively apply additional conditions to Mrs H's policy.

The repeated arguments instead suggest that Mrs H failed to take reasonable care of M and relate to the standard policy terms. Mrs H stresses that she did take reasonable care of M.

As previously set out, I do not think that Mrs H failed to take reasonable care, and I do not think any other exclusion applies. I have not seen any further evidence or arguments to change my provisional decision.

I consequently remain of the view detailed in my provisional decision and uphold Mrs H's complaint.

Putting things right

In order to put matters right, Casualty & General must now settle Mrs H's claim in line with the remaining terms and conditions.

Casualty & General has indicated that a deduction may apply for the vet visit being out of hours. I have not seen justification for this in the terms and conditions, but Casualty & General may apply its policy terms and explain its rationale for the settlement figure to Mrs H.

If she is for any reason unhappy with that settlement, she may raise a further complaint and refer that to us.

If Mrs H has already settled her vets bill, then Casualty & General should reimburse her, and add interest to the reimbursement at a rate of 8% per annum from the date she settled her

bill up until settlement.

Casualty & General must also pay to Mrs H £150 compensation for her distress and inconvenience.

My final decision

For the reasons given above, and in my provisional decision I uphold Mrs H's complaint and direct Casualty & General Insurance Company (Europe) Ltd to:

- Settle Mrs H's claim in line with the remaining policy terms. If making any deductions, Casualty & General must set out in writing the basis for any deductions from the settlement and make explicit reference to the policy terms that allow this;
- Add interest to any reimbursement to Mrs H at a rate of 8% per annum; and
- Pay to Mrs H £150 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 11 July 2023.

Laura Garvin-Smith
Ombudsman