

The complaint

Mr H complains about the decision by Casualty & General Insurance Company (Europe) Ltd ('CGICE') to turn down his pet insurance claim.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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.

The policy covers treatment for accidental injury. In turning down the claim, CGICE has relied on two policy exclusions. I'll consider both in turn.

The first exclusion says:

'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.'

I haven't seen any evidence which would suggest Mr H didn't provide proper care and attention to his dog. I'm satisfied he took reasonable precautions as she was on a lead at the time of the accident (even if she was pulling on it to reach another dog).

The second exclusion says:

'You must ensure that 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.'

Mr H's dog was on a lead of around 1.5 metres in length and I'm satisfied that means she was under control. The dog didn't escape and cause itself any injury. The accidental injury happened whilst she was on the lead.

CGICE says that Mr H has provided inconsistent information about the incident. It has referred to the vet's notes which say the dog was running when injured, though Mr H has clarified that she was on a lead but was pulling towards another dog.

CGICE has also referred to Mr H saying the accident happened when the dog was hit by a golfer near the first tee, and then later saying it was when he was on his way back from the 18th tee to the clubhouse. Though it has since obtained photos of the golf course, and seems to accept that Mr H would need to walk near the first tee on his way back to the clubhouse from the 18th tee.

CGICE now says the photos show that the dog wouldn't have been able to reach the first tee if she had been on the path. However, Mr H says there was a group of golfers near the first tee when his dog was injured by one of them swinging a club. We don't know exactly where those golfers were standing, or where Mr H was at the time. So I don't think CGICE has shown that Mr H has contradicted himself, or that his explanation about happened wasn't truthful.

I therefore require CGICE to deal with the claim. As Mr H has already incurred the costs and needs to be reimbursed, interest should be paid from the date he paid the invoice/s, to recognise that he's been without the money since that time.

My final decision

My final decision is that I uphold this complaint. I require Casualty & General Insurance Company (Europe) Ltd to pay the claim in line with the policy terms. Interest should be added at the rate of 8% simple per annum from the date Mr H paid the invoice/s to the date of settlement.*

* If CGICE considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 February 2024.

Chantelle Hurn-Ryan
Ombudsman