

## **The complaint**

Miss H complains that Casualty & General Insurance Company (Europe) Ltd deducted two excess payments when she made a claim on her pet insurance policy.

## **What happened**

In January 2024, Miss H took her dog to the vet when it was unwell. The dog was diagnosed with Addison's disease and the vet started treatment for this.

In February 2024 Miss H made a claim for treatment covering the period from 1 January to 26 February.

Casualty and General accepted the claim but deducted two excess payments. It said this was because the policy had renewed while the treatment was ongoing and, as it covered two policy years, an excess was deducted for each year.

Miss H complained but Casualty & General didn't change its decision. It said it applied an excess payment per condition, per policy year.

When Miss H referred the complaint to this Service, our investigator said it was not unusual for insurers to deduct an excess payment per policy year. But after considering further comments from Miss H and reviewing the policy terms, he said it would not be fair – the policy terms say there will be one excess per claim, and this was all one claim. So he asked Casualty and General to refund one of the excess payments.

The investigator also said it had been upsetting for Miss H to have to make two excess payments, so he asked Casualty & General to pay compensation of £50 for the distress caused to her.

Casualty & General has not accepted the investigator's recommendation, so the complaint has been passed to me.

## **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 relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and support a consumer to make a claim, with information provided in a way they can understand.

The policy terms say an excess will be deducted from each claim. The amount is set out in the policy schedule. And "excess" is defined as *"the amount payable by You towards each and every claim, and as further detailed in Your Schedule."*

The policy schedule says the excess is £90. So, applying the policy terms, £90 is to be deducted from each claim. This was one claim, so there should have been one excess deduction of £90.

Miss H's policy renewed on 2 February 2024, which was during the period of treatment claimed for. Casualty & General took two excess payments because it says it takes an excess per policy year. But the policy terms don't say Casualty & General will charge two excesses where a condition continues into another policy year. As far as Miss H is aware, the policy requires her to pay one excess for each claim. The fact that her claim crossed into a second policy year doesn't change that. So Casualty & General should refund the second excess payment.

It was upsetting for Miss H to find two payments had been deducted and I agree it would be fair to compensate her for the distress caused by this.

### **My final decision**

I uphold the complaint and direct Casualty & General Insurance Company (Europe) Ltd to:

- refund the second excess payment; and
- pay £50 compensation to Miss H for the distress and inconvenience caused to her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 1 November 2024.

Peter Whiteley  
**Ombudsman**