

## The complaint

Mr C is unhappy Casualty & General Insurance Company (Europe) Ltd (CGIE) turned down a claim he made on his pet insurance policy.

## What happened

In April 2024 Mr C contacted CGIE to claim for veterinary costs incurred when his dog was attacked by another dog. After asking for further information CGIE turned down the claim. It said the policy didn't cover claims where a dog had been taken to a place of work. And Mr C said the attack took place in an office at a farm which was his wife's place of work. So it thought the exclusion applied.

Mr C disputed the location was his wife's place of work. And he didn't think the exclusion would apply in any case. CGIE didn't change its position. It said the information Mr C provided when initially making his claim (and follow up clarification) both said the incident happened at his wife's place of work.

Our investigator agreed the exclusion relating to a dog taken to a place of work applied and thought CGIE had fairly turned down the claim. Mr C didn't agree. He continued to argue the location where the incident took place wasn't his wife's place of work. And he said the exclusion was contained in a section of the policy which related to excluded breeds. He didn't accept that applied to the whole policy. If that had been the intent it would have been included under general exclusions. And he thought the exclusion would in any case only apply where a dog was involved in work related activities when the incident took place.

I issued a provisional decision on the complaint last month. In summary I said:

*The relevant rules and industry guidelines say CGIE has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.*

*I've looked first at the terms and conditions of Mr C's policy. That contains an exclusion for "any claim which has arisen at Your place of work, occupation, profession or business". But that's within the third-party liability section of the policy. So I agree with our investigator CGIE were wrong to suggest that would apply to the claim Mr C made. However, the policy separately says "any dogs used for the following activities and/or pursuits are excluded from our policy...trade, profession or business or used as gundogs, breeding, showing or taken to a place of work".*

*I appreciate there's been a focus on whether the location where the attack took place was Mrs C's place of work. I don't think it was unreasonable of CGIE to conclude it was. When making his claim Mr C said the office where the attack took place was his wife's place of work (when not working from home). But even if that isn't the case the policy doesn't say it has to be her place of work; it refers to "a place of work". I understand Mrs C was working on her laptop in an office at the farm. I think that location would reasonably fall within the policy exclusion in any case.*

*However, that's not the only issue here. I think the broader question is whether the exclusion in question applies to the circumstances of Mr C's claim at all. It's contained within a section relating to 'Excluded Breeds – Dogs and Cats'. But the wording of this exclusion refers to "any dogs". So I think it would apply to cover under the policy more generally.*

*But the exclusion says it applies to dogs used for the activities and pursuits it then describes. And it then lists things excluded from cover such as breeding or showing (and goes on to exclude shooting or hunting). I think those would all reasonably be classed as activities or pursuits. And given the reference to "place of work" follows on from them I think it's reasonable it should be considered in that context. So I don't think the exclusion would apply simply where a dog is taken to a place of work; that also has to constitute it being used for an activity or pursuit in line with the wording of the exclusion.*

*In this case I don't think CGIE has shown Mr C's dog was being used for an activity or pursuit. I understand Mrs C was visiting the farm where the incident took place with her children. During that visit she says she was inside an office working on her laptop when the attack took place. There's no direct connection between the work activity Mrs C was carrying out and the dog. And it wasn't being used for any other activity or pursuit at the time. I don't think CGIE have shown the exclusion they're relying on applies. It follows that I don't think it's correctly or fairly turned down the claim Mr C made.*

*So CGIE will need to pay Mr C's claim subject to the excesses and limits of his policy. If Mr C has already paid the vet's bill for treating his dog CGIE will also need to add interest to the amount it pays at the rate of 8% a year simple from the date the claim was first declined until the date payment is made. I also think Mr C will have been caused some avoidable distress and inconvenience by his claim being wrongly turned down in recognition of which CGIE will need to pay him £100.*

## **Response to my provisional decision**

Mr C didn't respond to my provisional decision. CGIE did provide further comments. It didn't agree with what I'd said. It said that the exclusion relating to dogs taken to a place of work was separate from that relating to shooting or hunting and wasn't reliant on it.

And it didn't agree that for the exclusion to apply the dog must also be used for an activity or pursuit. It said any dog used for breeding would not be held to the term of also being used for hunting. The items following the wording "*Any dogs used for the following activities and/or pursuits*" were a list of items and weren't reliant on each other. In this case the dog was taken to a place of work and it believed the claim had been correctly declined based on the exclusion it had applied.

## **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.

I appreciate the listed activities in the exclusion are separate from each other (and that while shooting and hunting fall within the same term they are within a separate section). And if a dog was being used for hunting, which I think would reasonably constitute an activity or purpose, the exclusion would likely apply.

But the point I made in my provisional decision was the exclusion says it applies to dogs used for the activities and pursuits it then describes. I think it's reasonable to say for it to do so in this case taking the dog to a place of work has to constitute being used for an activity or pursuit. I think that's supported by the legal principle of *ejusdem generis* which broadly means where the meaning of a word or phrase in a contract term is said to be unclear, clarification can often be found in the overall context of other listed things. And the other listed things all represent things that would reasonably be classed as activities or pursuits.

CGIE might be able to apply the exclusion if the reason for Mr C's dog being taken to a place of work was because it was being used for some form of work-related activity. But there's no evidence to show that was the case. I appreciate the dog was present in a place of work but that's because Mrs C was carrying out work from an office while at the farm with her children. It's for CGIE to show that an, on balance, an exclusion applies and for the reasons I've explained above and in my provisional decision I'm not satisfied it's done so here.

### **Putting things right**

CGIE will need to pay Mr C's claim subject to the excesses and limits of his policy. If Mr C has already paid the vet's bill for treating his dog CGIE will also need to add interest to the amount it pays at the rate of 8% a year simple from the date the claim was first declined until the date payment is made. And it will need to pay Mr C £100 in recognition of the avoidable distress and inconvenience caused by his claim being wrongly declined.

### **My final decision**

I've decided to uphold this complaint. Casualty & General Insurance Company (Europe) Ltd will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 February 2025.

James Park  
**Ombudsman**