

## **The complaint**

Miss E complains that Casualty & General Insurance Company (Europe) Ltd (“C&G”) treated two separate claims on her pet insurance as the same condition, with one limit, and made deductions from the claim settlement.

## **What happened**

Miss E made two claims on her policy after her dog needed treatment.

C&G paid the first claim, but made some deductions from the settlement. The amount paid after the deductions was £2,900.93.

For the second claim, C&G paid £1,009.97. It said this was a continuation of the same condition, and this amount took the total paid up to the policy limit of £4,000 for that condition.

Miss E complained but C&G didn’t change its decision. When she referred the complaint to this Service, our investigator said there was a clear statement from the treating vet that there were two separate conditions, and C&G had not provided evidence to contradict that. She thought some of the deductions C&G had made were in line with the policy terms, but some were not.

The investigator asked C&G to pay costs from the first claim for physiotherapy, the cost of medication as invoiced, and a nasal cannula, in line with the remaining policy terms; and to pay the costs in the second claim in line with the policy terms.

Miss E accepted the investigator’s recommendations.

C&G didn’t agree that there were two separate conditions and provided further comments from a veterinary adviser about this. The investigator considered these comments but didn’t change her view. So I need to make a 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 relevant industry rules and guidance say insurers must deal with claims promptly and fairly; support a policyholder to make a claim; and not unreasonably reject a claim.

The policy includes cover for treatment carried out by a vet for treating an illness or injury, including cover for complementary treatment as recommended by a vet, with a limit of £4,000 per condition per year. This is subject to the conditions and exclusions set out in the policy terms.

The first claim was for treatment costs in February 2024 and came to £4,324.94. C&G settled the claim but made a number of deductions. The investigator set these out in her view, explaining that some of these were in line with the limits set out in the policy terms,

such as the limit for fluid therapy and consultation costs. But she said others were not and asked C&G to pay the costs for physiotherapy, the cost of medication as invoiced, and a nasal cannula, in line with the remaining policy terms.

The deductions were set out in the investigator's view and neither party has disputed her recommendations. I don't need to set them out in full, but I agree that C&G should pay the costs for the physiotherapy, the cost of medication as invoiced, and the nasal cannula, in line with the remaining policy terms.

When Miss E made the second claim, C&G only paid £1,009.97. Having paid £2,779.25 for the first claim, the total paid only came to £3,910. So – even if it was correct to treat these as the same condition – this was £90 less than it should have been. But I don't consider it was fair to treat these as the same condition, which means it wouldn't be fair to apply a limit of £4,000 in total.

The first claim was for treatment in February 2024 relating to aspiration pneumonia. A second claim was made following further treatment in March. C&G says the second claim was a continuation of the same condition. It has provided comments from a veterinary adviser in support of this and I have considered those carefully, but I'm not persuaded it was fair for C&G to say this was all the same condition.

The clinical notes are not conclusive as to whether these were the same or two separate conditions, but there's a note of 13 March 2024 which does say that, while they couldn't rule out inflammatory or infectious condition, that was much less likely; having reviewed the scans, a diagnosis of neoplasia was most likely. And the treating vet provided a letter where they said investigations revealed a thyroid mass was present. On review, they believed the treatment in March was for a separate condition.

The treating vet has said the second invoice was for treatment of a different condition which would show similar symptoms. I appreciate C&G's view is the symptoms indicate both conditions were the same but that's contradicted by the treating vet's statement. Given the clear statement from the treating vet, and taking into account the clinical notes, I don't consider it was fair for C&G to say this was a continuation of the same condition. So there should be a fresh limit of £4,000 for the second claim.

Miss E told C&G how upsetting the situation was for her at an already upsetting time, and she felt let down. She was caused additional distress and the inconvenience of having to obtain further information from the vet. In the circumstances, some compensation would be fair to acknowledge the distress and inconvenience caused.

## **Putting things right**

Casualty & General Insurance Company (Europe) Ltd needs to pay:

- physiotherapy costs separately from hospitalisation costs, the cost of the nasal cannula, and the cost of medication as invoiced, in line with the remaining policy terms;
- the second claim for treatment as a separate condition, in line with the policy terms;
- interest at 8% a year simple on the above amounts, from the date Miss E paid each of these to the date of settlement, unless she paid for costs with a credit card, in which case interest should be paid at the rate the card provider charges, on receipt from Miss E of proof of the interest paid; and
- £200 compensation for the distress and inconvenience caused.

**My final decision**

I uphold the complaint and direct Casualty & General Insurance Company (Europe) Ltd to pay the compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 14 March 2025.

Peter Whiteley  
**Ombudsman**