

The complaint

Miss B complains that Casualty & General Insurance Company (Europe) Ltd (CGICE) declined a claim she made on her pet insurance policy.

What happened

The events which led up to this complaint are well known to both parties, so I'll give just a broad overview here.

Miss B has a Pet Insurance policy with CGICE for protection for her cat. Very sadly her cat passed away in July 2023. Miss B made a claim under Section 3 of her policy which provided cover for "Your Pet Passing Away". This section of the policy included reimbursement for the purchase price of her cat, or market value if no receipt was available but reasonable evidence that the cat was purchased could be provided.

In response to the claim, CGICE asked Miss B to provide various evidence to support her claim such as adoption papers and purchase information. It also contacted Miss B's vet for clinical records of her deceased cat.

In reply, Miss B told CGICE she couldn't find the receipt for her cat but provided marketing evidence to show the value for the same breed of cat was £1,000. CGICE said it was unlikely to pay the claim without proof of purchase.

Miss B then provided a picture of a handwritten receipt from a previous owner of the cat which said it had been purchased as part of a pair and that £1,000 had been paid in cash for each one. The receipt wasn't dated and didn't name the purchaser.

CGICE contacted the previous owner who told it Miss B had purchased her cat. It then completed its assessment of the claim and declined it. CGICE said that the policy would only pay out under this section if reasonable proof of purchase was provided and that the purchase was made by the policy holder. As it didn't think the handwritten receipt was sufficient evidence that a transaction had taken place it declined the claim.

Miss B was unhappy so brought a complaint to this Service. Our investigator reviewed the complaint and didn't think CGICE had done anything wrong. He thought the handwritten receipt wasn't enough to prove a purchase had been made by Miss B or when the purchase was made.

Miss B was unhappy with this conclusion, so the complaint has been passed to me for a final 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.

I first want to recognise the loss of her cat will have been devastating for Miss B. Losing a beloved pet is always distressing and making a subsequent claim on her policy, and it being assessed, will have been very difficult indeed.

I've borne this in mind when deciding, as is my role here, whether CGICE have acted fairly towards Miss B.

I've looked carefully at the Section 3 ("Your Pet Passing Away") of Miss B's policy that covers claims for the death of her cat.

This says the policy would cover the purchase price of the cat up to a limit of £2,000 subject to certain conditions. The specific conditions for cover are:

.... if your pet is under the age of 9 years old:

Either

The amount you paid for your pet if you have a receipt

Or

The market value of your pet at the time that it dies, if you do not have a receipt but can provide reasonable evidence that it was purchased

When Miss B made her claim against this section of her policy, CGICE asked for relevant supporting documents including evidence of purchase.

In response, I can see that Miss B provided a handwritten receipt for the cat from a previous owner and when CGICE contacted the previous owner it was told that Miss B had made the purchase.

In its response, CGICE had concerns with the receipts' authenticity. It was concerned that the receipt was only produced after the claim had been initially declined and that Miss B had on two earlier occasions told it she didn't have one.

CGICE also didn't think the receipt was proof that Miss B had made the transaction as it didn't name her and wasn't dated. It also questioned when Miss B took ownership of her cat (and from whom) after reviewing the vet reports.

I've looked carefully at the vet reports, which clearly state that in March 2021 Miss B was given ownership of her cat by her former partner. And this is the only clear evidence I've seen that shows when Miss B took ownership of her cat.

The vet reports also show that the previous owner (who provided the receipt) had ownership of the cat from 2019 until Jan 2020. And between 2020 and March 2021 the cat appears to have been owned by Miss B's former partner. So, I think the previous owner (who provided the receipt) passed ownership of the cat to Miss B's former partner who then passed ownership to Miss B.

I think it follows that the handwritten receipt Miss B provided to CGICE (which didn't name the purchaser) is more likely to evidence a transaction between Miss B's former partner and the previous owner. And so, I don't think it is sufficient evidence that Miss B, the policyholder, made the transaction and so I don't think it was unreasonable for CGICE to reject it as evidence of proof Miss B purchased her cat.

As the evidence suggests Miss B took ownership of her cat from her ex-partner it is this transfer that I've considered against the policy terms. And so, for the claim to be successful I

think she would need to provide reasonable evidence that her cat was purchased from her former partner.

In summary, I don't think CGICE acted unreasonably when declining Miss B's claim as I don't think she has provided reasonable proof of purchase which is a condition of the policy.

My final decision

For the reasons stated above I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 9 June 2025.

Ben Castell
Ombudsman