

## **The complaint**

Mr B has complained that his pet insurer, Casualty & General Insurance Company (Europe) Ltd ('Casualty & General') changed the terms of his policy part way through the policy year and made them more restrictive.

## **What happened**

Mr B had a policy with Casualty & General for his dog which he took out in 2022. In January 2025, it wrote to Mr B to let him know that it was issuing a clarification regarding one of the policy exclusions. The exclusion said that dogs should be kept on a lead in areas where a road is visible and was effective immediately.

Mr B complained to Casualty & General and said that he found the inclusion of the words "where a road is visible" to be a substantial change to the policy terms and also too restrictive. He said this limited the areas where dogs can be walked off-lead to designated dog parks which are private and only available for hire. He added that he was given the impression by a member of Casualty & General's staff that this exclusion was previously omitted from the terms and conditions due to an oversight and if so, it should have been highlighted.

Casualty & General said that this was simply a clarification and that there was no change to the way it assesses claims. It also said that each claim would be assessed on its own merits and that its expectations were that customers were taking reasonable precautions to protect their dogs. It said dogs could still be off lead in safe environments and the presence of a road in the background wouldn't automatically lead to a claim being declined. It also added that this exclusion was in the policy wording of the 2022 policy Mr B purchased and had simply been reintroduced.

Mr B said he felt that he couldn't continue with a policy which would most likely lead to any relevant claim being rejected and he proceeded to cancel it. He said his dog has a pre-existing condition which is now uninsurable as most insurers do not cover pre-existing conditions.

Mr B then brought his complaint to our service. He said he wanted Casualty & General to clarify whether it would cover dogs which were off lead where a road is visible and, if so, that this should be highlighted in its policy documents. If this isn't possible, it should remove this and replace it with a less restrictive clause.

One of our investigators reviewed the complaint but didn't think it should be upheld. Our investigator thought the clarification was issued so customers were aware of existing expectations to take reasonable precautions when walking their dogs. He also thought it was

important that this exclusion was in Mr B's 2022 and 2023 policies and he'd not previously raised any concerns about it.

Mr B didn't agree and asked for an ombudsman's decision. He said the term was unusual and not in line with what the rest of the industry is doing.

Our investigator didn't change his view and provided examples of other policies which he thought included similar wording. He added that as there was no claim he didn't think Mr B had been impacted by this change.

The matter was then passed to me to decide.

### **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.

In January 2025 Casualty & General wrote to Mr B to let him know that it was updating its policy terms to include the following clause under general exclusions:

*"...we will not pay for any... Claims resulting from you not taking reasonable steps to prevent your dog from escaping or straying from your property or not keeping your dog on a lead in any area that contains vehicles or where a road is visible."*

It said that it made no other updates to the policy and that the amendment was effective immediately. This exclusion also appeared in the policy terms and conditions issued to Mr B in November 2022 and November 2023. This exclusion didn't appear in the November 2024 booklet.

I understand that Mr B wasn't happy with the fact that this amendment was seemingly introduced part way through the policy year. I would have considered whether the introduction of this exclusion was fair and whether it was something Casualty & General could fairly rely on had Mr B made a claim and had it been rejected by Casualty & General by citing this particular exclusion. But as there hasn't been a claim and Casualty & General hasn't had the opportunity to assess and respond to it, I can't fairly conclude that its actions have impacted Mr B and caused him a loss.

Mr B said that he cancelled the policy and that his new policy doesn't cover his dog's pre-existing conditions. I appreciate that this is very frustrating, but as it was Mr B's decision to cancel, I don't think this is something I can hold Casualty & General responsible for. As I said above, had Mr B made a claim and had it been rejected under this exclusion, I would have been able to consider that complaint on its individual merits.

Casualty & General said that this term wasn't new and it was something that was included in previous policies. And that it was simply added to provide further clarification for its customers. As I said above, I considered previous policy booklets and note that this exact exclusion appeared in the 2022 and 2023 policies, so I agree it wasn't a new term and it was in the policy terms when Mr B first took the policy out.

Mr B said that this type of exclusion should be highlighted especially as he considers it to be very restrictive. I don't think this was so unusual that it had to be specifically highlighted and I also think that it was clearly set out in the policy terms. I appreciate that Mr B considers the wording "where a road is visible" to be particularly restrictive. It is for each insurer to decide what level of risk it wishes to take when offering a policy and what it wishes to provide cover for, so this isn't something we tend to interfere with though we can make a specific finding in individual complaints if we consider a term to be ambiguous or unfair. But as I said above, in this case as Mr B hasn't made a claim and so this particular exclusion wasn't invoked by Casualty & General, this isn't something I've gone on to consider.

Mr B provided policy wordings from other insurers which he says don't contain such restrictive terms. As I said above, each insurer decides on its own policy terms, and this depends on what it wishes to provide cover for. We would expect unusual or significant exclusions to be highlighted but as I said above, I didn't consider this particular exclusion to be so unusual as to have to be specifically highlighted. Also, I appreciate that the exact same exclusion may not appear in other pet policies but, from what I have seen, it is common for insurers to place restrictions especially when it comes to walking dogs off lead.

I appreciate Mr B will be disappointed with my decision and I understand that his primary concern is, understandably, the welfare of his dog. But in these very specific circumstances, I don't think this is a complaint I am able to uphold for the reasons I gave above.

### **My final decision**

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 October 2025.

Anastasia Serdari  
**Ombudsman**