

## **The complaint**

Mr M and Ms M complain about the way Casualty & General Insurance Company (Europe) Ltd dealt with a claim on their pet insurance policy.

Where I refer to Casualty & General, this includes its agents and claims handlers acting on its behalf.

## **What happened**

Mr M and Ms M are joint policyholders but Mr M has dealt with the correspondence relating to the claim and complaint and so I'll refer to him throughout.

Mr M's vet advised that his dog seemed to be displaying symptoms of patella luxation, which was likely to need an MRI scan and surgery. The costs of this would be substantial. He made a claim on the policy for the initial vets' fees. But after further discussions, he was advised surgery wouldn't be needed and so the costs wouldn't be as high as anticipated.

The vet submitted an initial claim on Mr M's behalf on 3 January 2025 and Casualty & General paid this on 16 January.

Mr M emailed C&G on 28 March 2025 to say he intended to repay that claim, and didn't want to make any further claims. A few days later, on 31 March, the vet submitted a second claim for some further fees.

Mr M sent a second email on 1 April. He said he intended to repay the cost of the first claim and didn't want any further claims paid. However, the second claim was paid on 3 April.

Mr M complained that Casualty & General should not have paid his claims, as he had said he wanted to withdraw them. He was concerned about the effect making claims might have on the premiums when he came to renew the policy.

Casualty & General didn't uphold the complaint. It said the claims had been processed and paid in line with the correct process.

When Mr M referred the complaint to this Service, our investigator didn't think it should be upheld.

Mr M disagrees and has requested an ombudsman's 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.

Mr M says Casualty & General has breached relevant conduct rules, because it had received his email before it paid the second claim; ignoring that email and paying the claim showed an absence of "due care and diligence". He says the second payment happened because Casualty & General ignored his email.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed. That's what Casualty & General did – the claims were dealt with quickly, settled in line with the policy terms and paid promptly after receiving the relevant information. So Casualty & General did what it was expected to do.

The first claim was paid before Mr M said he wanted to withdraw it. So Casualty & General had no reason not to settle that claim.

I appreciate Mr M emailed Casualty & General before it made the second payment. It has systems in place to enable it to deal with claims. Its standard process is to respond to correspondence within five working days. That's not unusual and is line with industry practice. So it wasn't unreasonable to Casualty & General to deal with correspondence in that way. I don't think Casualty & General chose to ignore his email. It's just that the timescales involved meant by the time it was dealt with, the claim had already been paid.

While I appreciate it's frustrating for Mr M that he wasn't able to cancel the claims, I don't think it was wrong for Casualty & General to settle them in line with the policy terms and, having done so, it wasn't obliged to reimburse him.

### **My final decision**

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Ms M to accept or reject my decision before 1 August 2025.

Peter Whiteley  
**Ombudsman**