

The complaint

Mr N's complaint is about a claim he made on his Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which C&G initially agreed to pay, then declined, following which they voided the policy entirely.

Mr N says C&G treated him unfairly.

All references to C&G include their agents and/or claims handlers.

What happened

In May 2024 Mr N took out a maximum benefit pet insurance policy with C&G. In doing so he was asked to agree to a set of assumptions when taking out cover, including that his pet had not shown any signs of aggression. Mr N agreed to this.

In March 2025, Mr N made a claim on the policy for the treatment of an intestinal infection. C&G initially accepted the claim and paid part of it. Shortly after this they then wrote to Mr N to say that his claim had been declined, and the policy had been cancelled because his pet's clinical history demonstrated that it had shown signs of aggression and Mr N had taken out cover on the basis that this was not the case.

C&G rely on two specific entries in the pet's clinical history dated 12 May 2022 and 31 May 2023 to support their position. They say that Mr N misrepresented the position with regard to his pet showing signs of aggression, that the misrepresentation was reckless and therefore that they were entitled to void the policy in the way that they did. They've also provided some clinical evidence from their inhouse vet to support that Mr N's pet was demonstrating signs of aggression.

Our investigator considered Mr N's complaint and concluded it should be upheld. C&G don't agree so the matter has been passed to me to determine.

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.

Having done so, I agree that Mr N's complaint should be upheld for broadly the same reasons set out by the investigator. Before I explain why, I wish to acknowledge the parties detailed submissions in respect of this complaint. Whilst I've read them all, I won't be addressing each and every one. That's not intended to be disrespectful, but rather represents with the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mr N's complaint, namely whether C&G treated him fairly.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer. And if a consumer fails to do this, the insurer has

certain remedies, provided the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

In this case, C&G cancelled Mr N's insurance with effect from inception on the basis that he misrepresented the position about his pet showing signs of aggression before the start of cover. They say he made a qualifying misrepresentation in this regard which was reckless and as such they were entitled to cancel the policy in the way that they did.

I've looked at the assumptions presented to Mr N at the time he purchased the policy. They required Mr N to agree to the following:

"Your pet has never shown signs of aggression (any interaction which results or could result in them causing damage or harm to another animal or human)."

C&G say this wasn't right because the entries in the pet's clinical record set out the following:

"12 Mar 2022"

"Clinical Info: christmas - bit o as dog was falling off sofa.

this week bite dad when trying to remove lead.but dog had been beaten up by Rh ridgeback & ripped ear 4-5 d earlierso might have been sore.

no food or toy aggression. quite submissive with other dogs

not intending to breed. think dog has been surprised/may be sore

castration may nnot help. adv yellow dog lead. see behaviourist if does it again"

"31 May 2023"

"Clinical Info: ok with other dogs has bitten owner nevr bie groomer"

It's quite clear to me that the entry from 12 March 2022 refers to two incidents where the pet was likely to have been in discomfort or surprised when it was reported to have bitten Mr N. The same entry records the pet is submissive with other dogs. And there's no evidence to support that the entry from 31 May 2023 refers to anything other than the previous entry. Mr N has provided persuasive testimony to support that his pet isn't and hasn't historically behaved aggressively either with him or any other animals or people. And in my view the two entries recorded by the vet don't support that this was the case. As such I think it was reasonable for Mr N to have agreed with the assumption that his pet had not shown signs of aggression. When reaching this conclusion, I'm mindful that the assumption qualifies this to be *"any interaction which results or could result in them causing damage or harm to another animal or human"* but this is so wide that I don't think that a policyholder would reasonably interpret their pet reacting to pain or being surprised would necessarily amount to this. Rather they'd more likely be focussed on what would commonly be considered to amount to acts of aggression rather than two distinct and exceptional responses. And in the particular circumstances of this complaint, I don't think Mr N would have thought this assumption was applicable, such that he should have done something differently and disagreed with it.

Whilst I appreciate that C&G's policy does provide a further explanation of what signs of aggression mean, namely *"Any interaction by your pet which results or could result in your pet causing damage or harm to another animal or human, including but not limited to barking, growling or snapping"*- this isn't something I think was made clear to

Mr N at the time of purchase of the policy. I say so because it's C&G's case that this information appeared at page 6 of the policy document and that Mr N had to tick a box to confirm that he had read the policy. It's clear to me that the full definition C&G are relying on did not appear in the assumptions provided to Mr N when he took out cover. And it's not in my view clear enough to expect a consumer to seek out a fuller definition by reviewing the full policy document to understand this. The mere act of asking a consumer to tick a generic box confirming he'd read the terms doesn't mean that C&G did enough to make this clear to Mr N. But even if they had, I'm not convinced that Mr N would necessarily have reasonably thought to declare the instances recorded. As I said, they seem to have occurred in response to the pet being surprised or in pain rather than as a normal course of behaviour (which is notably absent from the pet's clinical records). I think it's reasonable for a pet to behave that way in those circumstances and as such I don't think it's fair for an insurer to rely on these kinds of instances to suggest a policyholder has misrepresented the position when taking out cover.

When reaching this conclusion I am cognisant of C&G's underwriting criteria that they won't provide cover where the pet has bitten a person or animal outside of the veterinary environment, but for the reasons I've mentioned, I'm not persuaded that the assumptions as drafted were clear enough that Mr N would have reasonably understood that his pet biting him in response to being surprised or in pain in two isolated incidents meant this would amount to it being considered as showing signs of aggression. And if they had, Mr N might have sought cover elsewhere, rather than be left in the position he is, which is without insurance for his pet and with a voidance being recorded against him.

My finding is therefore that, I don't think Mr N reasonably misrepresented the position to C&G, as the assumption wasn't clear enough. Because of this I don't think C&G were entitled to cancel the policy in the way that they did or decline the claim. In the case of the latter that is because I don't think it's fair for an insurer to interpret the entries described as amounting to signs of aggression given the very specific circumstances in which they arose. Otherwise, a pet insurer would be entitled to decline all claims or cover where an animal has responded uncharacteristically to pain, discomfort or surprise and that in my view is unreasonable. I've set out what C&G should do to put things right below.

I'm mindful that C&G and their inhouse vet have interpreted the entries in the pet's clinical notes to suggest the aggression was the reason for the visit. Mr N disputes this and recalls it to be for routine vaccinations. There is nothing in the clinical entry that suggests the pet's behaviour was the reason for the visit. If anything, the entry suggests it's more a record of an injury the pet might have suffered in the past with advice to monitor it should anything further develop from this that becomes behavioural. In the absence of anything further being noted to suggest that behaviour was an ongoing concern, I think that on balance, that this was not a pet with a history of or behaviour consistent with signs of aggression.

I also agree with the investigator's award of £300 for the distress and inconvenience caused to Mr N by C&G's decision to decline the claim and void the policy, especially when he was led to believe initially that it would be covered. I think that sum adequately reflects the impact of their decision and the worry this would have caused Mr N in the circumstances, which was compounded by the thought of having to fund any future treatment to his pet going forward.

Putting things right

C&G should:

- Reinstate Mr N's policy (subject to the policy premium being paid).
- Ensure the policy voidance is removed from any databases.
- Pay the claim which led to the voidance of the policy, subject to the remaining policy

terms.

- Pay Mr N interest of 8% per year simple on any sums he has paid his vet in respect of the fees claimed, from the time he paid them, until they are paid.
- Pay Mr N £300 in compensation for the distress and inconvenience caused to Mr N.

My final decision

I uphold Mr N's complaint and direct Casualty & General Insurance Company (Europe) Ltd to comply with my award of fair compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 23 September 2025.

Lale Hussein-Venn
Ombudsman