

## The complaint

Ms D's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy.

Ms D says C&G treated her unfairly.

## What happened

This complaint follows an earlier claim Ms D made on her C&G pet insurance policy which was declined. An investigator considered that complaint and recommended that C&G:

- remove a retrospective exclusion and pay the claim Ms D submitted on 2 August 2024 inclusive of 8% simple interest per annum from date of claim until date of invoice, less the applicable policy excess;
- urgently notify Ms D whether there is any other policy condition which prevents cover for an MRI for the pet. Should Ms D be dissatisfied with this, she is entitled to raise a new complaint to C&G about this, and escalate the complaint to our service.
- pay Ms D compensation in the sum of £250 for the impact she's experienced due to the declinature of the claim.

Since then, C&G have considered the claim and the MRI scan and offered Ms D some sums but not everything she was claiming for.

Our investigator considered her complaint about this and upheld part, but not all of it. Ms D doesn't agree with the investigator's view, so the matter was passed to me to determine.

I issued a provisional decision in which I said:

*"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 uphold Ms D's complaint but for different reasons and with different redress than set out by the investigator. I've explained why under the headings below.*

### *MRI costs*

*C&G deducted an excess for this because the claim was made in a new policy year to the one in which the MRI would have taken place, had C&G accepted this claim at the time. Ms D says that the scan relates to the same claim she'd made previously which was settled under an earlier policy period. She doesn't feel it's fair for a further excess to be deducted for this because C&G failed to accept that claim when they were supposed to.*

*Our investigator said that as part of her previous complaint to the Financial Ombudsman Service Ms D had received a compensation award of £250 for the delays in her claim being dealt with and this accounted for her claim being accepted correctly at that time. As such he thought a separate excess was payable by her. I don't agree. I have reviewed the previous*

investigator's view. The award of compensation is quite distinct from a separate excess being payable on a claim that should have been accepted in the previous policy year. That award was in respect of the distress caused to Ms D as a result of the decline of the claim more generally. And I take Ms D's point that she shouldn't be penalised by C&G by being charged a separate excess just because they didn't consider her claim when they should have. If they had, the excess she'd already paid would have extended to the MRI. For that reason, she shouldn't have to pay this now. If things had unfolded as they should have, the claim would have been accepted by C&G in the first instance and only one excess would have applied to it to include the MRI. So C&G should not have applied an excess again.

#### *Referral consultation*

The policy terms say that the following is not covered:

*"Any claim where the cost of a referral consultation exceeds £200 and where hospitalisation costs exceed £100 per day".*

*In this case C&G reduced Ms D's claim by £70 to take account of the sum charged over £200 for this. I agree that they were entitled to do this for the reasons set out in their policy terms.*

#### *Consumables*

C&G have deducted £10.32 for a connector double IV on the basis that the policy excludes:

*"Any miscellaneous costs that do not directly relate to the Treatment of an Illness or Accidental Injury, including but not limited to single use items, non-medical items, cleaning supplies and other such costs that a Vet may charge but are not directly related to the actual Treatment of Your Pet".*

*C&G are well aware of our longstanding approach to this term. We take the view that if a single use item, like the one deducted here by them from the claim, is clinically necessary to the treatment of the pet, then we consider it fair for them to pay this. I think that on balance it would be difficult for C&G to show this item was not clinically necessary for the procedure the pet underwent. As such C&G should pay this element of Ms D's claim.*

#### *Other deductions*

*C&G have deducted £41.27 for a placement fee of a catheter and £30 for an insurance fee. They've also deducted £13.14 for medication charges over a 100% mark up.*

*I don't think these deductions are fair. In respect of the catheter placement C&G say they don't cover fees like this where a consultation fee has already been charged, but there's nothing in the policy terms that supports this in relation to a claim like this. The insurance fee is not being claimed by Ms D because she's already paid this herself, so C&G have double counted this amount. Therefore, they should return it to her. And C&G have not supplied enough evidence to support the medication charge deduction is reasonable with reference to what would amount to an average price for that medication. Instead, they've supplied one comparable which isn't sufficient to support what they say. C&G accepted the investigator's view that these deductions were unreasonable, so I have taken it that they are not contesting this view in any event.*

#### **Putting things right**

C&G should:

- *Reimburse Ms D for the policy excess for the MRI, consumables and other deductions I have set out under the headings that relate to those items above, plus interest at 8% per year simple from the date they paid the previous claim for roughly £2,700 until Ms D is reimbursed.*
- *Pay Ms D £100 for the distress and inconvenience these further deductions have caused her. As it stands Ms D has had to make two complaints to this Service about the handling of her claims one after another, both of which have been upheld. It would have been both stressful and inconvenient for her to have to challenge these deductions, which I have found were unreasonable, particularly off the back of a wrongly declined claim, so the award I have made here is representative of that.”*

I asked both parties to provide me with any further comments or evidence for me to consider. They've now done so. C&G have said they accept my provisional findings. Ms D however, has not. She says she's unhappy that she's been obliged to pay further policy premiums beyond the previous policy year in order for her claim to be accepted by C&G. Ms D says that if C&G had accepted her claim when they should have, she wouldn't have needed to renew her policy and wouldn't have done so. She says she's since tried to cancel her policy, but C&G have told her no refund of premiums is due to her because she's made a claim this policy year.

### **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 remain of the view that Ms D's complaint should be upheld for the same reasons and in the same way as I set out within my provisional decision. This is why.

The matters that Ms D has raised did not form part of the complaint I was considering here. Her complaint was about the excess C&G applied to the MRI claim as well as other deductions that formed part of the claim she made. There is nothing in the complaint that was brought to this Service following the previous investigator's view that related to Ms D having to continue to pay policy premiums in order to claim on the policy over a further policy year.

I've looked carefully at when these new concerns arose and it appears that she expressed some dissatisfaction about this after the investigator issued his view upholding part of her complaint. Before he did so, he provided Ms D with a summary of the complaint we were considering and again there was nothing in that summary that related to the policy premiums and the necessity to keep paying them.

C&G have not had the opportunity to consider this complaint. As such we are not able to consider it either. I appreciate that Ms D might not wish to be put to the task of making a third complaint about C&G but given she has only raised this issue after making this specific complaint to this Service, and indeed after the investigator issued his view, it's not a matter I am able to consider. The only recourse open to her is therefore for her to put this complaint to C&G to consider in the first instance, following which she will be entitled to refer her complaint to this Service after the expiry of 8 weeks.

In light of the above, and in the absence of any further submissions by either party that leads me to conclude my provisional findings were wrong, I uphold Ms D's complaint and direct C&G to put things right in the way I've set out below.

## **Putting things right**

C&G should:

- Reimburse Ms D for the policy excess for the MRI, consumables and other deductions I have set out under the headings that relate to those items above, plus interest at 8% per year simple from the date they paid the previous claim for roughly £2,700 until Ms D is reimbursed.
- Pay Ms D £100 for the distress and inconvenience these further deductions have caused her. As it stands Ms D has had to make two complaints to this Service about the handling of her claims one after another, both of which have been upheld. It would have been both stressful and inconvenient for her to have to challenge these deductions, which I have found were unreasonable, particularly off the back of a wrongly declined claim, so the award I have made here is representative of that.

## **My final decision**

I uphold Ms D's complaint and direct Casualty & General Insurance Company (Europe) Ltd to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 20 October 2025.

Lale Hussein-Venn  
**Ombudsman**