

The complaint

Mr D and Miss R's complaint is about a claim they made on their Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which was declined.

Mr D and Miss R say that C&G treated them unfairly.

What happened

I issued a provisional decision in which I said:

"I've considered the relevant information about this complaint.

Having done so, I agree with the investigator's findings that Mr D and Miss R's complaint should be upheld but with different redress.

In this complaint C&G agree they should have accepted Mr D and Miss R's claim and not applied exclusions to the policy in the way that they did. The matter for me to determine is therefore what redress should be paid as a result.

I agree with both parties and the investigator that C&G should remove the exclusion they've applied and accept the claim subject to the payment of the policy excess and the remaining policy premiums, which I understand were not paid by Mr D and Miss R entirely for that policy year.

I don't however think that the payment of interest at 8% per year simple is appropriate in this case. Mr D and Miss R have said they've incurred credit card interest to cover the vet fees that are the subject of their claim. The correct award is therefore the payment of the interest they've incurred on their credit card rather than the 8% award. In order to allow C&G to assess what that interest will amount to, Mr D and Miss R will need to provide them with evidence of the sums they've incurred as well as their credit card statements to determine what proportion of interest is attributable to the vet's fees they've paid. They will however only be entitled to the interest they've incurred in respect of the amount C&G pay them in respect of their claim as that relates to their credit card interest and not the full amount they've paid in vet's fees.

I turn now to compensation. The investigator in his view concluded that C&G should pay Mr D and Miss R £500 for the distress and inconvenience caused to them as a result of the declinature of their claim. C&G thought this was too high. I don't agree. Our awards of compensation are representative of the impact a businesses actions have on their customers. In this case C&G declined Mr D and Miss R's claim and placed an exclusion on the policy at a very distressing time for them. Their pet had just passed away due to complications of the treatment it was receiving, and they were struggling to afford their vet's fees at a time they thought they would be covered. Miss R has also made submissions about the impact the stress this caused had on her mental health more generally and the fact that she is now receiving support following a diagnosis she attributes to the trauma of this point in her life. Whilst our awards are modest, I don't think the award of £500 is excessive in these particular circumstances. I can see that Mr D and Miss R made considerable efforts to

understand and challenge the position C&G took with the assistance of their vet over a six to seven month period, whilst their credit card repayments fell due and following the unexpected loss of their pet. Taken together I consider an award for the value I've directed below to be appropriate in this case.

Putting things right

C&G should pay:

- *Mr D and Miss R's claim, subject to the deduction of the excess applicable to the policy and the remaining policy premiums for the year that Mr D and Miss R have not yet paid.*
- *Interest equivalent to the amount Mr D and Miss R incurred on their credit card on the amount payable by C&G in respect of their claim. This will be calculated in the way I've set out above and subject to Mr D and Miss R providing C&G with enough evidence to help them assess this accordingly.*
- *Compensation of £500 for the distress and inconvenience caused to Mr D and Miss R at a difficult time."*

I asked both parties to provide me with any further comments or evidence for me to consider. Mr D and Miss R have confirmed they agree with my provisional findings and provided evidence to support the interest they say they've incurred on their credit card. C&G have not however responded to my provisional 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.

Having done so, I remain of the view that my provisional findings stand for the same reasons and same redress set out within them.

I note that Mr D and Miss R have provided me with further evidence to support the interest they say they've incurred on their credit card. That's something they will need to forward to C&G to enable them to calculate the interest payable to them.

In the absence of any further submissions from either party, I direct that C&G should put things right as I've set out below.

Putting things right

C&G should pay:

- Mr D and Miss R's claim, subject to the deduction of the excess applicable to the policy and the remaining policy premiums for the year that Mr D and Miss R have not yet paid.
- Interest equivalent to the amount Mr D and Miss R incurred on their credit card on the amount payable by C&G in respect of their claim. This will be calculated in the way I've set out above and subject to Mr D and Miss R providing C&G with enough evidence to help them assess this accordingly.

Compensation of £500 for the distress and inconvenience caused to Mr D and Miss R at a difficult time.

My final decision

I uphold Mr D and Miss R's complaint against Casualty & General Insurance Company (Europe) Ltd and direct them to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss R to accept or reject my decision before 29 December 2025.

Lale Hussein-Venn
Ombudsman