

## **The complaint**

Mr H is unhappy with Casualty & General Insurance Company (Europe) Ltd's decision to make only a partial payment in respect of veterinary fees claimed for under his pet insurance policy.

Any reference to Casualty & General Insurance Company (Europe) Ltd (C&G) includes the actions of its agent.

## **What happened**

The circumstances of this complaint are well known to both parties, so I've summarised what happened.

- Mr H had a pet insurance policy for his late dog – who I'll refer to as T. The policy was underwritten by C&G.
- When Mr H submitted veterinary fees to C&G for an operation T had required, C&G said it would only make a partial payment of £250 towards the anaesthetic cost – saying it was only required to pay "reasonable" costs under the policy.
- It later agreed to cover the cost of additional anaesthesia T had required during the operation.
- Unhappy, Mr H complained. As a gesture of goodwill, C&G made an additional payment of £100 but said Mr H would have to pay the difference.
- Mr H remained unhappy and so brought a complaint to this Service. An Investigator upheld it saying C&G hadn't provided any evidence to show how it determined £250 was a reasonable anaesthesia cost. Without this she couldn't say it had acted fairly and so said it needed to pay the full anaesthetic cost.
- Mr H accepted the Investigator's findings. C&G didn't provide any further information. And so, the complaint has been passed to me for a final 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.

The starting point is the policy document which says:

*"Vet Fees will only be paid if they are: Reasonable, and Essential for your pet's health and well-being. We may limit any payment to a maximum mark up of 100% for veterinary Treatment, medication and dispensing fees [...]."*

So, on the face of it, the policy is clear that C&G will only cover costs it deems to be reasonable. *"Reasonable" isn't defined under the policy, but the policy says:*

*“Each and every claim will be reviewed by Our claims assessor and costs will be compared against charges for the same or similar Treatment to make sure that the Treatment and Veterinary fees are reasonable, necessary, essential, and not excessive compared to the rest of the UK market.”*

C&G told Mr H £250 is a reasonable cost for anaesthesia, and that this figure is based on its own market research - which takes into account veterinary charges across the United Kingdom.

Our Investigator asked C&G to share this information with us so we could consider whether £250 was reasonable. Whilst C&G might not share commercially sensitive information with Mr H, it hasn't provided anything to this Service to substantiate its position. Without this, I can't reasonably conclude its decision to make only a partial payment of £250 was fair, and I'm therefore, upholding this complaint and directing it to cover the full costs of the anaesthesia.

### **My final decision**

My final decision is I uphold this complaint and direct Casualty & General Insurance Company (Europe) Ltd to cover the full cost of the anaesthetic.

If Mr H has already paid this, C&G should pay simple interest at 8% a year from the date Mr H paid the invoice to when C&G make payment – subject to proof of Mr H having paid the invoice.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 December 2023.

Nicola Beakhust  
**Ombudsman**