

## The complaint

Mrs B complains Casualty & General Insurance Company (Europe) Ltd (C&G) unfairly declined an accidental injury claim under a pet insurance policy.

## What happened

The details of this complaint are well-known to all parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mrs B's household pet dog ("C") was injured in an incident with a car which resulted in high medical costs. This incident was a very distressing time for the family, and I'm pleased C is on the road to recovery.

Mrs B raised a claim with C&G for accidental injury. While I have a great deal of sympathy for the impact this matter has had on Mrs B and her family, I must approach this complaint objectively. Having done so, I'm satisfied C&G declined the claim fairly and reasonably. I'll explain why.

Mrs B's pet insurance covers a wide range of matters such as illness, theft, and accidental injury. But, like all insurance policies, it has limitations and conditions that apply to it. It isn't intended to cover every eventuality. The policy conditions relevant to this complaint are as follows:

An accidental injury is defined as *'a sudden, unforeseen, unintended action or event, with a specific time and place which results in damage to one or more parts of **Your** pet's body.'*

- *'**You** must provide proper care and attention to **Your** pet at all times and take all reasonable precautions to prevent **Accidental Injury** or damage...*
- ***You** must ensure that **Your** dog is under control at all times, and due care should be maintained to prevent **Your** dog from escaping and causing itself **Accidental Injury** or any other persons or animals*
- ***You** must ensure **Your** pet cannot escape or stray from **Your** property*
- ***You** must ensure that any area in which **Your** pet is kept is secure and appropriately fenced or otherwise secured and all reasonable steps must be taken to prevent escape'*

There is video footage of Mrs B's garden and the front of her house. This shows the following:

- Mrs B's children were playing in the garden with C. The garden was to the rear of their home, enclosed with a side gate.
- One of the children entered the home. The other remained in the garden with C and then exited through the side gate at 19:46:25 (+/- a second or two).

- C mulled about in the garden on their own, and then quite slowly and hesitantly, left the garden through the side gate at 19:46:53 (+/- a second or two).
- At 19:47:49 (+/- a second or two) a woman knocked on the front door to notify the family of the incident involving her car.

Based on the above, I'm satisfied C was left in an unsecured garden, unattended, and not prevented from escaping. C therefore wasn't under Mrs B (or her family's) control. This is further supported by the escape and the incident going unnoticed until drawn to their attention by a third party. I've also kept in mind C didn't run out the gate when the opportunity arose so quickly a family member couldn't have done anything to reasonably prevent it. The gate was open between the family member exiting through it, to the third party notifying them of what happened. Therefore, it follows, I find it was fair and reasonable for C&G to decline the claim for accidental injury to C.

I accept my decision will come as a disappointment to Mrs B and her household. But it ends what we – in attempting to resolve her claim dispute with C&G – can do for her.

### **My final decision**

For the reasons I've mentioned above, my final decision is I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 December 2023.

Liam Hickey  
**Ombudsman**