

The complaint

Mr C has complained that Casualty & General Insurance Company (Europe) Ltd (C&G) unfairly declined two claims on his pet insurance policy.

What happened

In 2020 Mr C took out a pet insurance policy with C&G to cover his dog.

Mr C made a claim under the policy for the removal of a lipoma (benign tumour) from his dog's shoulder. Initially C&G rejected the claim on the basis that the dog was overweight and overweight dogs are more likely to develop these lumps. Mr C disputed this and provided evidence from his vet that the dog was not clinically overweight for his breed.

C&G later changed its decision and agreed to pay the claim.

The second claim was for an investigation into a swelling in the jaw area. The dog initially didn't seem to have anything wrong with his teeth. So, he was referred to a head and neck specialist because he might have had cancer. It was later found that the swelling was caused by a tooth abscess. C&G declined this claim. It said the policy didn't cover dental or oral conditions unless they were caused by an accidental injury and there was no evidence of this. Mr C accepted that the dental work wasn't covered by the policy. But he thought the exploratory procedures carried out in order to reach a diagnosis should be covered.

Mr C brought a complaint to this service. Our Investigator recommended that the complaint be upheld in part. She thought C&G should pay simple interest at 8% on the amount due in respect of the first claim from the date of payment to the date of settlement. She didn't think C&G had treated Mr C unfairly in respect of the second claim.

As Mr C didn't agree, the matter has been referred to me.

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.

As C&G has now agreed to pay the first claim, I no longer need to consider that aspect of the complaint. But in view of the delay in accepting the claim, I agree with our Investigator that C&G ought to pay interest on the settlement.

I need to consider whether C&G has acted unfairly or unreasonably in declining Mr C's second claim. It's done so on the ground that the policy only covers dental/oral treatment if it's required because of an accidental injury and in its view the cause wasn't an accidental injury.

The policy says under the heading "*What is not insured?*" that one of the exclusions is:

*“Any **Dental and Oral Treatment**, including any **Dental and Oral Treatment** that is not due to an **Accidental Injury**, including but not limited to cosmetic dentistry, routine cleaning, and descaling or treatment for root canal, **Dental and Oral** tumours, cleft palate and over/under shot jaw.”*

The policy defines “*Dental and Oral*” as “*any claim or **Condition** relating to the gums, mouth, inner cheek, cheekbone, lips, palette, teeth, tongue and tonsils*”.

According to the veterinary history Mr C’s dog was taken to the vet with a swelling on the right side of his jaw. The dog wouldn’t let the vet examine his mouth. The vet noted:

“Discuss GA [general anaesthetic] mouth, possible rads and biopsy do dental at same time.”

On examination under anaesthetic the vet found a “*Bone like lump above pm4, m1 and m2*”. The dog was referred to a specialist veterinary dentist for further investigation. The swelling was found to be a tooth abscess.

I take Mr C’s point that until these further investigations had been carried out, it wouldn’t be known whether the lump was in fact a tumour or an infection. But in any event the policy excludes any condition relating to the mouth unless it was caused by an accidental injury and if there had been a tumour or infection, it would have been in that area.

“*Accidental Injury*” is defined in the policy 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.*”

The vet said there was “*likely to have been a degree of trauma involved*” but unfortunately for Mr C there’s no evidence to show this happened at a specific time and place. So I don’t think C&G treated Mr C unfairly in declining the claim on the ground that there was no cover under the policy for dental and oral treatment that wasn’t due to an accidental injury.

My final decision

For the reasons set out above, I uphold this complaint in part and require Casualty & General Insurance Company (Europe) Ltd to pay simple interest at 8% on the amount paid in respect of the first claim from the date he made the payment to the date of settlement.

If Casualty & General Insurance Company (Europe) Ltd considers that it’s required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr C how much it’s taken off. It should also give Mr C a tax deduction certificate if he asks for one so that he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr C to accept or reject my decision before 10 October 2023.

Elizabeth Grant
Ombudsman