

## **The complaint**

Mrs L's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy which was declined.

Mrs L says C&G treated her unfairly.

Mrs L is helped by a representative in her complaint, but I shall refer to all submissions as being her own for ease of reference.

## **What happened**

Mrs L made a claim on her pet insurance policy for vet fees for the investigation and treatment of a lump in her pet's mouth amounting to around £1,745.

C&G considered the claim and declined it. They said the policy excluded dental and oral treatment to her pet which was not due to an accidental injury. C&G say that as there was nothing to substantiate the condition occurred due to accidental injury in the evidence presented to them, the claim wasn't covered.

Unhappy Mrs L complained to the Financial Ombudsman Service. She said the lump presented shortly after her pet collided with a partially open patio door whilst playing with two other dogs, so the condition was due to an accident.

Our investigator considered Mrs L's complaint and concluded it should not be upheld. Mrs L does not agree so the matter has been passed to me to determine.

## **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 don't uphold Mrs L's complaint. I'll explain why.

The starting point is the policy terms. They don't cover dental or oral treatment that is not due to an accidental injury. Dental or oral treatment includes any condition relating to a pet's mouth. 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."*

So C&G would need to be able to demonstrate that the exclusion they applied here was because Mrs L couldn't show the investigation and treatment to her pet's mouth was due to accidental injury.

When C&G considered the claim, they were supplied with the pet's clinical notes. Those notes made no reference to the lump appearing following an accidental injury. Rather they say *"Owner has noticed a big lump on the left side of his jaw"*. And given the policy only covered dental or oral treatment as a result of an accidental injury I can understand why C&G expected to see some reference to this when considering the claim. In the absence of

that or any other evidence being supplied from the outset by Mrs L or her vet, I think it was reasonable for them to turn down her claim in the way that they did.

Mrs L says the lump appeared a few days after her pet collided with a patio door. She has since provided further evidence from her vet which says:

*“This is to confirm that we had seen Frank on 22nd May 2024 with a newly developed swelling on the left side of the jaw. It appeared to be sialoceles which was later confirmed with additional tests.*

*This is to confirm that sialoceles can be caused due to trauma leading to rupture of the gland / duct and escape of the saliva in surrounding tissues. So the cause of the sialoceles could be due to the trauma he had few days prior to the presentation.”*

I've thought about this and whilst I accept that it's possible an injury could have caused the problem Mrs L's pet experienced, I'm not satisfied that Mrs L has demonstrated that it was more likely than not it did. I say so because there is nothing to support the injury occurred except for Mrs L's account of this, which was offered after the claim was declined. But even if I accepted Mrs L's account of things, there is no persuasive evidence which establishes that the accident itself was the cause of the problem either.

When making this determination I have taken into account Mrs L's contention that when she initially took her pet to the vet, her focus was entirely on the lump and ensuring the pet received necessary treatment. I've also considered the fact that she says she didn't connect the lump with the collision with the partially open door five days earlier. I think her account supports that even she wasn't sure if the collision caused the injury until a later date and that when she did come to this conclusion, it was with the benefit of hindsight. In those circumstances I'm not persuaded that the claim in this case was one that was capable of cover because I don't think Mrs L has established the problem was, on balance, caused by an accidental injury.

In reaching my conclusions I've also taken into account the evidence supplied by C&G's in-house vet, but this doesn't add anything to the findings within my decision.

### **My final decision**

For the reasons set out above, I don't uphold Mrs L's complaint against Casualty & General Insurance Company (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 28 February 2025.

Lale Hussein-Venn  
**Ombudsman**