

The complaint

Mrs M complains that Casualty & General Insurance Company (Europe) Ltd (“C&G”) unfairly declined a claim under her pet insurance policy.

Where I refer to C&G, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I’ll only summarise the key events here.

Mrs M holds a pet insurance policy, underwritten by C&G, effective from 28 March 2024. A dental booster was added to the policy on 10 June 2024, effective from 28 June 2024.

On or around 11 June 2024, Mrs M’s dog was diagnosed with a malignant melanoma. The mass was inside the dog’s mouth, bridging her lower canine teeth. Surgery was required where six teeth were extracted and abnormal tissue was removed.

Mrs M made a claim under her policy, but C&G declined it on the basis the policy excludes *“any dental or gum treatment unless as a direct result of an injury”*. C&G said the claim would’ve been covered under the dental booster, which covers dental claims due to illness, had it been in place at the time of the claim.

Mrs M didn’t think C&G had acted fairly, so she raised a complaint. She says the claim isn’t for dental treatment. The claim is for cancer, and dental work was required to treat it. She’s provided a letter from the treating vet which confirms the melanoma is *“a type of cancer that is not related to the teeth or to dental disease”*.

Our Investigator upheld the complaint. She was satisfied Mrs M’s claim related to a medical condition unrelated to the teeth and gums, so she didn’t think the policy exclusion had been applied correctly. She recommended that C&G pay the claim plus interest.

C&G didn’t accept this outcome, so the complaint was passed to me to decide. And I issued a provisional decision.

My provisional decision

Mrs M’s pet insurance policy covers the veterinary fees to treat a condition, but it has the following policy exclusion:

“What you are not covered for:

- any dental or gum treatment unless as a direct result of an injury. Dental or gum treatment due to illness is covered by selecting the dental booster optional cover.”*

It's not in dispute that Mrs M's claim is for oral cancer, which falls under the policy definition of a "condition". And C&G acknowledge that the cancer is unrelated to the teeth and gums.

To treat the cancer, the vet had to carry out dental work – specifically extracting teeth and abnormal tissue from the gum area. C&G says this is dental treatment. And I'm inclined to agree.

I understand the point Mrs M and our Investigator is making. The treatment carried out wasn't to remedy a problem with the teeth and / or gums. The cancer just happened to be in that area, making treatment to the teeth and gums inevitable. But it was dental treatment.

The policy is clear that dental or gum treatment due to an illness is only covered if the dental booster optional cover had been added. So I'm satisfied C&G had made a specific distinction in the policy for dental treatment arising from a condition, which is the situation Mrs M is in, and dental treatment arising from an injury. Mrs M had the option of including cover for dental treatment arising from an illness but didn't include that. So she's only covered if the treatment is needed as a result of an injury, which isn't the case here.

As there was policy coverage for this specific issue which Mrs M decided not to include on her policy, I don't think it's fair for C&G to cover the claim under the standard policy when there is an applicable exclusion.

Responses to my provisional decision

Mrs M has made the following points in response to my provisional decision:

- C&G acknowledge in its complaint response that this is "not a dental issue".
- Part of the treatment wasn't dental, i.e. the anaesthetic and the biopsy of the tissue.
- She wasn't informed by C&G that some treatment would be covered by the policy, such as chemotherapy. As a result of not having this information, her dog died prematurely.

I've asked for C&G's comments on the second bullet point. It says this doesn't alter its opinion, as all aspects of the surgery relate to the dental and gum treatment. It says had the biopsy been performed on a different part of the body, it would've considered covering this procedure.

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.

I'd like to start by saying that I'm sorry to hear Mrs M's dog has sadly passed away. As a pet owner myself, I appreciate how upsetting this will be for her and her family, and they have my condolences.

I've considered the points raised by both parties following my provisional decision. And I've addressed these below.

I'm aware of the contents of C&G's complaint response letter, having reviewed it as part of my consideration of the complaint. It's not in dispute that Mrs M's dog had cancer, which is not a dental issue. But the fact remains that the remedy required to treat the cancer was dental and gum treatment which is specifically excluded under the policy unless 1) it's a

direct result of an injury, or 2) the dental booster is in place – neither of which are the case here.

I've reviewed the breakdown of the vet's invoice for the treatment. I'm persuaded the cost of the surgery relates to the dental treatment. The anaesthetic and other medication used, the surgical pack, and theatre fee for example all directly relate to the removal of teeth and abnormal tissue in the gum. So I'm satisfied these aren't covered.

But I think Mrs M raises a valid point regarding the cost of the biopsy. The biopsy on the abnormal tissue was a cost incurred in respect to the medical condition (cancer) itself, which isn't a dental issue. I'm persuaded it wasn't a part of the dental treatment, but rather to diagnose the medical condition. So I'm directing C&G to pay this cost.

And finally, in regards to the third point raised by Mrs M, I can't see that she's complained to C&G directly regarding her concerns that it failed to let her know there was available treatment under the policy for this condition. The complaint which she raised to C&G and escalated to our Service is about C&G's decline of her claim for the treatment which took place; surgery to extract teeth and remove abnormal tissue in the gum. This is the complaint we've investigated and for which I'm deciding.

Mrs M is entitled to raise a new complaint to C&G if she has other concerns regarding how her claim was handled. Once she receives its complaint response – or if eight weeks passes without one – she can bring her complaint to our Service, in the same way she has with this one, if she remains unhappy.

My final decision

For the reasons I've explained, I'm upholding the complaint and directing Casualty & General Insurance Company (Europe) Ltd to:

- Pay the cost of the biopsy plus 8% simple interest per annum from the date Mrs M paid the vet until the date she's reimbursed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 27 March 2025.

Sheryl Sibley
Ombudsman