

The complaint

Mr B complains that Casualty & General Insurance Company (Europe) Ltd declined a claim on his pet insurance policy.

What happened

Mr B has pet insurance for his dog, which is underwritten by Casualty & General. He made a claim on the policy after his dog had treatment for tonsillitis.

Casualty & General declined the claim, saying there's no cover under the policy for dental or oral treatment, and this includes treatment for tonsillitis. Mr B complained but Casualty & General didn't change its decision.

Our investigator said the policy terms were clear there's no cover for tonsillitis, so it was fair to decline the claim.

Mr B disagrees. He says tonsillitis is an infection of the throat, not an oral or dental condition, and it's wrong to classify this as a dental and oral condition. He's provided comments from the vet in support of this.

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've considered Mr B's comments carefully but I don't think it was unfair for Casualty & General to decline the claim, for the following reasons:

- The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim.
- The starting point when deciding whether the claim was dealt with fairly is the policy terms, as they set out the terms of the insurance contract between Mr B and Casualty & General. Information in the policy terms should be clear, fair and not misleading.
- The policy documents set out clearly that there's no cover for dental and oral treatment unless it's due to an accidental injury. It's not disputed that this was an illness rather than an injury. The dispute is about whether it's fair to say tonsillitis is an oral and dental condition.
- The policy defines "dental and oral" as "*any claim for any Condition relating to the gums, mouth, inner cheek, cheek bone, lips, palette, teeth, tongue, Salivary glands and tonsils.*"
- No insurance policy will cover every risk that may result in a policyholder suffering financial loss. It's for insurers to decide what risks they want to accept and they will consider this when deciding whether to offer a policy. Insurance is always subject to terms and conditions that limit the insurer's liabilities to its policyholders.

- In this case, Casualty & General has set out clearly that it doesn't cover anything relating to dental and oral treatment. It has defined what it means by this. The definition contains a list of all the things that it does not wish to cover, and this includes anything to do with the tonsils. Mr B says the policy wording is ambiguous but I think it's clear any claim for a condition relating to the tonsils is not covered.
- Mr B has referred to evidence that the tonsils are part of the throat and the issue was not the result of dental disease. He says this was a throat infection and the classification of this as dental/oral is clinically incorrect. But the issue here is not whether tonsillitis would normally be considered a throat issue rather than an oral or dental issue.
- The key point is that Casualty & General has decided this isn't something it wishes to cover, and has set that out clearly in the policy terms. The policy definition specifically refers to the tonsils and says there's no cover for any claim relating to these.
- As Casualty & General has specifically excluded claims relating to the tonsils, it's fair to rely on the policy term and exclude the claim.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 December 2025.

Peter Whiteley
Ombudsman