

The complaint

Ms W has complained that Casualty & General Insurance Company (Europe) Ltd (C&G) unfairly declined a claim on her pet insurance policy.

What happened

Ms W took out a pet insurance policy with C&G for her cat, E. She took E to the vet following an accidental leg injury. It turned out that E had fractured his right foreleg in two places. He underwent surgery. Unfortunately, after the operation it was found that two of the screws that had been inserted into his leg needed to be replaced with longer screws. Further surgery was carried out a few days later to remedy that.

C&G refused to pay for the second operation which cost £3,600. It said that it had only been needed because the initial surgery hadn't been effective. It said the policy didn't cover remedying treatment that had failed.

Ms W brought a complaint to this service. Our Investigator didn't uphold it. He thought C&G had acted fairly in declining the claim.

As Ms W 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 is commonplace with insurance policies, Ms W's policy doesn't provide cover for every eventuality. I can only require C&G to settle Ms W's claim for the second operation if I'm satisfied, based on all the evidence I have, that the policy terms cover it. Although I appreciate Ms W will be disappointed, I'm satisfied the policy terms don't cover it. I'll explain why.

The cat was initially found by the vet to have *"a simple fracture evident mid radius and ulna"*. The clinical history records show that the vet discussed referral to a specialist for surgery but Ms W *"would like [it] done as soon as possible so happy to have done here on Friday if possible. – aware that we are not specialists and the complication rate could be higher."*

The operation was carried out two days later. It involved fitting a metallic plate into the cat's leg. The plate was held in place by screws. During surgery it was noticed that one screw had caused a fissure on the bone. So that screw was removed. The vet said that would leave a weak point. X-rays taken after surgery showed that two other screws needed to be replaced with longer ones.

On 29 December 2022 a vet in a different practice noted that the screws and the plate had loosened and become displaced. He said the best option was *"revision surgery"* which involved replacing the original plate and screws. My understanding of *"revision surgery"* is

that it's a procedure to correct a previous operation that did not achieve the desired outcome. The vet also referred to a "*failed repair*" and said "*An attempt to stabilise this fracture has been performed, but has failed.*"

Under the heading "*What is not insured?*" Ms W's policy says:

*"Any claim for cosmetic, elective, or routine **Treatment** or any **Treatment** which is preventive and not treating an **Illness** or **Accidental Injury**, including but not limited to the following:*

...

*Any claim costs where the original **Treatment** has failed and **Your Vet** is required to repeat the **Treatment** again."*

Ms W believes that the second claim should be covered as it relates to an accidental injury as opposed to cosmetic, elective or routine treatment. But the exclusion goes on to say that any treatment which isn't treating an illness or accidental injury is also not covered including any claim costs where the original treatment has failed. I think in this case it's clear that the second operation wouldn't have been required if the original treatment hadn't failed. So it's not correct to say that the main reason for the second operation was the accidental injury. Instead the second operation was required to correct the original treatment which had failed.

I therefore think it's fair to apply the exclusion referred to above.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 6 September 2023.

Elizabeth Grant
Ombudsman