

## The complaint

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

## What happened

Miss W made a claim to C&G after her dog needed cruciate surgery on a hind leg. C&G declined the claim. It said according to the dog's clinical history, he was significantly overweight for his breed. It said due to the excess weight the dog's joints would have been under more pressure which would have meant he was more susceptible to injury.

Miss W said the vet had only noted that the dog was overweight when he was suffering from constipation. She also said the specialist who operated on the dog had said the injury had not been caused by his weight.

As C&G didn't change its decision, Miss W brought a complaint to this service. I issued a provisional decision explaining why I was minded to uphold the complaint. An extract from my provisional findings is set out below:

*"I need to decide whether C&G has treated Miss W fairly in applying this exclusion.*

*I've considered the relevant terms and conditions of the policy. Under the heading "What is not insured" the policy says:*

*"Any claims resulting from **Your** pet being medically overweight or underweight and this results in **Your** pet needing **Treatment** as a result of not being the recommended medical weight for its age, breed type and sex as recommended by an independent **Vet**."*

*The onus is on C&G to show that it would be fair to rely on this exclusion to decline the claim. Essentially it has to show two things:*

- 1. The dog was clinically overweight; and*
- 2. This caused him to need the treatment claimed for.*

*The dog's clinical history shows that in June 2022 he was seen by the vet for constipation. The vet noted "Overweight, so hard to assess abdomen palpation". However I can't see any other reference in the clinical history to the dog being overweight or the vet advising Miss W that he should lose weight.*

*Miss W's vet says that the average weight for this breed of dog was between 20kg to 30kg. His regular vet put his ideal weight between 25kg and 35kg. On the other hand, C&G says that the average weight for an adult male dog of the same breed is between 13kg to 17kg. Miss W's dog was just over 17kg in September 2019 and by early October 2022 he weighed 27.30kg.*

*There seems to be a lot of variance in what the average weight for this type of dog should be. I'm more persuaded by the opinion of Miss W's vet in this case as he has treated and felt*

*the dog in question, so I think he would have a better idea of whether the dog was overweight at the time of the cruciate injury. I don't think I've seen enough evidence to conclude that the dog was clinically overweight at that time.*

*With regard to whether the dog's weight caused him to need the treatment claimed for, C&G said:*

*"Due to the excess weight [name of dog]'s joints would have been under more stress and pressure which would mean he is more susceptible to injury. This information is available to veterinary journals online.*

*Whilst I appreciate the cause of a Cruciate Rupture is multifactorial, of which I agree, the fact remains that the normal vertical force on a pet's joints is increased if the pet is overweight. Also leading to greater ground force and tension on the ligaments.*

*A dog, much like a human who is overweight, may not only experience issues with joint mechanics but with inflammation, as fat tissue can cause systemic inflammation throughout the body. The by-products of which can alter the enzymes that keep cartilage and connective tissue healthy, which can lead to degeneration in the cartilage and joints.*

*I appreciate that there have been numerous studies into the cause of a Cruciate Rupture which have all noted that there are multiple factors involved, the fact remains that these studies have also shown that obesity is one such factor."*

*Miss W's vet treated the dog on 5 October 2022 for a ruptured cruciate ligament. He said:*

*"It is my understanding that no cause has yet been established for cruciate ligament disease in the dog.*

*While a list of risk factors may well be considered (with obesity being one of these), I feel to refuse the claim in this case unjustified."*

*Even if I accepted that Miss W's dog was overweight, it is clear that obesity is only a risk factor. That does not mean that the dog's weight was the direct, sole or main cause of him having suffered a cruciate ligament rupture. Having carefully considered the evidence provided by both parties I'm not convinced C&G has shown that the claim resulted from the dog being overweight. On this basis I don't think C&G has applied the exclusion fairly.*

*Given these conclusions, I've thought about what C&G should do to put things right. As I don't think it is fair for C&G to rely on the exclusion for the dog being overweight, I think it should reassess the claim in line with the remaining terms and conditions of the policy, including any limit on the cost of treatment and any policy excess (as appropriate).*

*If C&G accepts the claim following such reassessment, it should also pay simple interest at a rate of 8% on any amount due to Miss W from the date of the original rejection of the claim to the date of payment."*

*In response C&G referred me to three websites which confirmed that the ideal weight for Miss W's breed of dog was between 13-17kg or (in one case) between 16-18kg. It asked for clarification as to why the vet considered the weight for Miss W's dog to be acceptable when it was so much heavier than this. It also referred me again to the note in the clinical history to the pet being overweight.*

*It thought that as the vet had been unable to determine the cause of the dog's cruciate injury, it was reasonable to suppose that it was caused by the dog being overweight.*

Miss W said that her dog is taller and longer than the average dog of the same breed. She referred me to guidance which said that the ideal weight should be based on the dog's height.

### **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.

Miss W's dog is certainly larger than average for his breed. But there are always going to be outliers to the average and if Miss W's dog is taller and longer than average, then it makes sense that he will be likely to weigh more too.

Even if the dog were overweight, for me to say that C&G had correctly applied the policy exclusion, there would need to be clear evidence that his weight had led to his cruciate ligament rupture. C&G hasn't provided such evidence. All it has done is set out a general statement that there is more pressure on a pet's joints if the pet is overweight leading to greater force and tension on the ligaments.

I am not persuaded that C&G acted fairly when it applied the exclusion relating to her dog being overweight in order to decline the claim. To put things right it should reassess the claim and if it accepts it, pay interest on the settlement as set out in my provisional findings.

### **My final decision**

For the reasons set out above, I uphold this complaint and require Casualty & General Insurance Company (Europe) Ltd to reassess the claim in line with the remaining terms and conditions of the policy, including any limit on the cost of treatment and any policy excess (as appropriate).

If Casualty & General Insurance Company (Europe) Ltd accepts the claim following such reassessment, it should also pay simple interest at a rate of 8% on any amount due from the date of the original rejection of the claim to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 13 September 2023.

Elizabeth Grant  
**Ombudsman**