

The complaint

Miss M complains that Casualty & General Insurance Company (Europe) Ltd unfairly declined her pet insurance claim.

What happened

Miss M made a claim on her pet insurance policy after her dog required treatment for a limp. Casualty & General declined the claim based on the following policy exclusion:

- *“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 a Vet.”*

When the vet first saw the dog for the limp, she recorded his body condition score ('BCS') as 3.5/5, and five weeks later the score was recorded as 4/5. Casualty & General says the scores indicate the dog was overweight.

The vet who treated the dog, and recorded the scores, provided Casualty & General with the following comments over two emails:

- A BCS of 3.5/5 is not unhealthily overweight for a puppy of his age. Puppy breeds grow at different rates and the speed fluctuates for the individual animal. Even the most careful owner may have a puppy that's slightly heavier for a month or so if a growth spurt slows down for a period.
- As a diagnosis hasn't been achieved for the lameness, it's impossible to say at this stage whether it could have been prevented by the dog being a BCS of 3/5. However, the vets involved believe it to be highly unlikely.
- The claim decision isn't backed by the clinical findings so far.
- A BCS of between 2.5-3.5 (out of 5) is acceptable with leeway given to puppies who are growing, especially for large breed puppies.
- Five weeks after the dog's BCS was recorded as 4/5, her colleague recalls him being a normal 3/5. His BCS has fluctuated, but this is to be expected for a growing puppy. No issue with his weight was noted.

Casualty & General maintained its claim decision, so Miss M brought her complaint to this service. In view of the vet's comments, one of our investigators thought the exclusion had been unfairly applied. He thought Casualty & General should pay the claim (plus 8% interest) and £150 compensation.

Casualty & General disagreed with our investigator, so the complaint has been passed to me for a final decision. Casualty & General has noted that when the breed in question is fully grown, at two years, its ideal weight should be between 29-36kg. However, the dog was 29.6kg at ten months, and it had put on 10kg over a four-month period.

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.

If Casualty & General wish to decline the claim based on a policy exclusion, it needs to demonstrate, on balance, that the exclusion applies. I'm not persuaded it's done so.

For the exclusion to apply, the claim and treatment must have resulted from the dog being over a vet's recommended medical weight.

All the charts I've seen from various on-line sources show 3/5 as the ideal weight. However, the BCS is based on a physical examination and it's not an exact science. In my view, the BCS can't reasonably be relied on to decline a claim without considering the scoring vet's supporting comments, particularly where it's only 0.5 above the ideal weight score.

It's evident from the treating vet's emails she didn't consider the dog to be overweight when recording a BCS of 3.5/5, or that the dog's weight was the cause of the problem. It follows that I'm more persuaded by her relatively detailed explanation, than a number she simply recorded.

It also follows that the dog could have put on some weight prior to being seen by the vet, due to the lameness limiting physical activity, rather than the lameness having been caused by extra weight.

Casualty & General has also relied on the fact the dog put on nearly 10kg over a four-month period. When he was five months old, the vet recorded his weight as 19kg. Three months later he saw the vet due to the limp, and about six weeks later the dog's weight was recorded as 28.9kg.

Although the dog put on nearly 10kg over four months, the vet has explained puppies grow at different rates, and importantly, no concerns were noted about the dog's weight when he was first seen for the limp. Furthermore, his weight wasn't recorded at that time. Therefore, Casualty & General don't know how much weight was put on between the age of five and when the vet first saw him for the limp. A relatively significant part of the 10kg could have been put on during the six weeks after the vet first saw him for the limp, due to the limp.

In conclusion, I'm not persuaded that Casualty & General has, on balance, shown the claim and treatment resulted from the dog being over a vet's recommended medical weight. As such, I find Casualty & General should now pay the claim. It will need to add 8% simple interest per annum from the date Miss M paid the vet bills, to the date of settlement.

I also agree with our investigator that Casualty & General should compensate Miss M £150, for the upset and inconvenience caused by its unfair claim decision.

My final decision

For the reasons I've set out above, I uphold this complaint.

My final decision is Casualty & General Insurance Company (Europe) Ltd should:

- settle the claim, and add 8% simple interest per annum from the date Miss M paid the vet bills, to the date of settlement; and

- pay Miss M £150 compensation.

If Casualty & General considers it's required by HM Revenue & Customs to deduct income tax from any interest paid, it should let Miss M know how much it's taken off. If requested, it should also provide her with a certificate showing the amount deducted, so she can reclaim it from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 28 June 2022.

Vince Martin
Ombudsman