

The complaint

Miss K is unhappy Casualty & General Insurance Company (Europe) Ltd (“CGI”) declined a claim she made on her pet insurance policy.

What happened

The circumstances of this complaint aren’t in dispute, so I’ll summarise the main points:

- Miss K had pet insurance underwritten by CGI to cover her dog, Minnie.
- She made a claim after her vet referred Minnie to be treated for a cruciate rupture repair. CGI declined the claim because it said Minnie was medically overweight and claims resulting from that weren’t covered.
- Miss K didn’t think this was fair and provided information from her vet to challenge what CGI had said. They thought a number of factors were relevant to the chances of developing cruciate disease and didn’t think being overweight was a significant one.
- CGI agreed the cause of treatment had many factors but maintained that being overweight was a relevant one.
- Our investigator thought CGI had declined the claim unfairly. He noted Miss K’s vet was the only expert who had provided comments. He thought they had persuasively argued why the dog wasn’t medically overweight – and why being overweight wouldn’t increase the risk of this disease. He said CGI should settle the claim.
- Miss K agreed. CGI didn’t. It said Miss K’s vet wasn’t completely independent and referred to a number of websites about the matter.

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 understand Miss K had a previous claim declined, but this complaint is focused on the claim for treating a cruciate rupture. So I haven’t looked into the previous claim.

The policy provides cover for, amongst other things, the cost of treatment carried out by a vet for accidental injury, subject to a number of policy terms. The relevant one here says CGI won’t cover:

Any claims resulting from your pet being medically overweight ... 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

The onus is on CGI to show it would be fair to rely on this term in order to decline the claim. The term requires CGI to show essentially two things:

1. Minnie was medically overweight
2. This caused her to need the treatment claimed for

The phrase 'medically overweight' isn't defined in the policy. It's not clear exactly what CGI means by this phrase. Based on the full wording of the term above, it seems to be where an animal is over the weight recommended by the vet.

Miss K's vet said they were unaware of any definition for the phrase but didn't agree it described Minnie.

CGI has referred to vet's notes about Minnie's weight. The vet recorded it at 28kg and said 20-24kg would be ideal, recommending she lose weight as soon as possible. Her weight fluctuated between 26 and 29kg over the next year until it was recorded as 31kg when she was described as 'a bit overweight'. Her weight reduced to around 27kg before the time of the claim.

Miss K says the recommended weight was based on a different breed, the correct range is 26-28kg, and this was verbally confirmed at the vet's – but not added to the medical history notes. The vet later said the breed came in 'a range of sizes with very different physical characteristics' and ideal body weight is 'a subjective assessment which can be difficult with the range of sizes and builds'. They confirmed the recommendation was made by a locum based on a breed chart. I understand that means the recommendation wasn't specific to Minnie and her particular physical characteristics.

CGI hasn't given its own view on what an ideal or recommended weight ought to have been for Minnie. The only recommendation made has been called into question and I'm not satisfied based on what I've seen that it would be fair to rely on it. The vet's notes generally indicate Minnie was overweight at times – but it's not clear that amounts to being 'medically overweight'. The vet didn't think it would be reasonable to describe Minnie this way.

All things considered, I'm not satisfied CGI has shown Minnie was 'medically overweight'. Even if CGI had shown that, I don't think it had also shown this caused Minnie to need the treatment claim for. I'll explain why.

Miss K's vet didn't think weight alone was a risk factor for cruciate problems. They said studies had shown no evidence that heavier dogs have a higher risk of cruciate disease than those with average weight – and highlighted a particular study. They thought the dog's age, breed and neutered female status were more reliable risk factors. The vet also said the cause of the cruciate rupture was unknown but likely the result of 'degeneration'.

CGI said that weight may be a factor in cruciate problems, although it accepts the cause of an injury is likely to be the result of many factors. In response to our investigator's findings, it's pointed to a number of websites that comment on overweight dogs. This evidence has come very late. I would expect this kind of information to be raised directly with the consumer when their complaint is investigated. Nonetheless, I've thought about what it says.

Much of the focus is on obese dogs. I don't think it's been established that Minnie is obese, so I'm not persuaded all the information is relevant. Beyond that, I think it's broadly in line with existing comments. It says weight may be a factor, but also that multiple factors, including the breed, can contribute to problems.

It may be the case that weight *can* be a factor in causing cruciate disease. But what matters here is whether CGI can show Minnie was medically overweight *and that caused* cruciate

disease in her. I'm not persuaded CGI has shown that. Websites won't be able to show what caused Minnie's injury and can only give general commentary.

I'm satisfied Miss K's vet is acting independently and professionally – I've seen nothing to suggest otherwise. They're the only vet I've seen any evidence from and I'm mindful that the comments of vets closely involved in an animal's treatment are more relevant and persuasive than general comments from others.

Overall, it remains unclear whether Minnie was 'medically overweight'. But even if she was, I'm not satisfied the evidence shows this is what caused her to need treatment. Because of that, I don't think CGI treated Miss K fairly when it declined her claim. To put things right, it should now settle her claim subject to the remaining terms and conditions of the policy.

I understand the treatment has been carried out. As CGI will now need to pay Miss K money to settle the claim, in line with our usual approach, it should add interest to the money at 8% simple per year from the date Miss K paid for the treatment until the date CGI pays the money.

My final decision

I uphold this complaint. I require Casualty & General Insurance Company (Europe) Ltd to:

- Settle the claim, subject to the remaining terms and conditions of the policy.
- Add interest at 8% simple per year to the claim settlement, from the date Miss K paid for the treatment until the date CGI pays the money.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 6 September 2022.

James Neville
Ombudsman