

The complaint

Ms C complains that Casualty & General Insurance Company (Europe) Ltd unfairly rejected a claim on her pet insurance policy.

What happened

Ms C's pet suffered a ruptured ligament to a hind leg a few years ago. She made a claim on her pet insurance policy and the claim was settled without problem. More recently her pet suffered a similar injury to the other hind leg. But this time the claim was declined by Casualty due to her pet's weight. Ms C said the pet weighed the same as it had at the time of the earlier claim. And her vet told her that the condition wasn't caused by the pet's weight. So she wants Casualty to accept her claim and apologise for its mistake.

Casualty said it'd declined Ms C's claim under the terms and conditions of the pet insurance policy. The vet had noted the pet as overweight and had advised weight loss. Casualty accepted that the pet's weight may not have been the only cause of the condition. But it would've been a contributing factor. And the policy stated any treatment needed as a result of the pet being overweight would be excluded from cover.

Ms C wasn't satisfied with Casualty's response. So she contacted our service and our investigator looked into the matter. Our investigator considered the exclusion Casualty had relied on as well as the vet's opinion. And she didn't feel Casualty had treated Ms C fairly.

Although the clinical notes indicated the pet was overweight she didn't think Casualty had provided persuasive evidence to show the condition had been caused by the pet's weight. The vet had made it clear he didn't think the pet's weight had caused the rupture in either leg. And the vet had stressed that a cruciate rupture wasn't caused by or associated with a pet's weight.

As a result our investigator felt Casualty had acted unfairly in relying on the exclusion to decline the claim. And she said Casualty should review the claim in line with the remaining terms of the policy. If Casualty then found the claim should be paid it should make payment in line with the policy terms less any applicable excess. And if Ms C had already settled the vet's invoice Casualty should add 8% interest to its settlement.

Casualty didn't agree with our investigator. So it's asked for an ombudsman's final decision. Casualty said the pet's clinical history showed the pet was obese. And there was information to show the increasing trend in canine obesity was being mirrored with a steadily increasing problem in cruciate ligament disease.

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'm sorry to hear about the difficulty Ms C's pet has experienced. It must've been upsetting for her insurer to decline a claim on the pet insurance policy following veterinary treatment.

So I've looked at everything that's happened to see if Casualty has treated Ms C fairly and in line with the terms and conditions of the policy.

Casualty said the clinical notes showed the vet had recorded the pet as overweight and recommended weight loss. Under "what is not insured" in the pet insurance policy there is an exclusion for *"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"*.

I've looked at the additional information provided by Casualty with regards to cruciate injuries and overweight pets. And I've considered the initial opinion of Ms C's vet and their response to the information provided by Casualty in support of its decision.

The clinical notes confirm the vet's opinion that the pet was overweight for its age, breed type and sex. But having looked at the wording of the exclusion relied on by Casualty I can't say I've seen sufficient evidence that the claim resulted from the pet being overweight and that the pet needed treatment as a result of its weight.

It is common practise for vets to recommend weight loss for overweight pets. But the vet has clearly stated in his expert opinion that the pet's weight was not the cause of the ligament ruptures on either occasion. Although the pet's weight has fluctuated over the years there is little difference in its weight at the time of the treatments for both hind legs. And I understand the claim for the first treatment a few years earlier was accepted by the insurer.

Casualty accepts that the pet's weight may not have been the only cause but believes it would certainly have been a contributing factor. It says the extra weight would increase the force on the pet's joints and increase tension on the ligaments.

Although there may be evidence to show being overweight may increase the rate of progression in degenerative joint disease I'm not persuaded that Casualty has done enough to contradict the opinion of the vet treating Ms C's pet. In the vet's opinion the pet's weight was not the cause of the condition treated.

Having carefully considered the evidence provided by both parties and the wording of the policy exclusion I don't believe the clinical notes suggest the claim resulted from the pet being overweight and that the treatment was required as a result of its overweight condition. On that basis I don't think Casualty has applied the exclusion fairly.

Putting things right

To put things right Casualty should reconsider Ms C's claim in line with the remaining terms and conditions of the pet insurance policy. If Casualty then finds that the claim should be paid, it should settle the claim minus any application excess.

If Ms C has already settled the vet's invoice for the treatment Casualty should add 8% simple interest from the date of Ms C's payment to the date of settlement.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint. Casualty & General Insurance Company (Europe) Ltd should follow the steps outlined in the section "putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 20 January 2023.

Andrew Mason
Ombudsman