DRN-3722471

The complaint

Miss G complains Casualty & General Insurance Company (Europe) Ltd unfairly declined a claim on her pet insurance policy.

What happened

Miss G made a claim after her dog required treatment and medication for suspected arthritis. Casualty & General noted the vet had provided the following information on the claim form:

- Current weight: 29kg
- Ideal weight: 26kg
- Body condition score ('BCS'): 4/5
- Start of arthritis, advised to lose 3kg

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."*

Casualty & General explained Miss G's policy doesn't cover any condition where the pet is deemed overweight and the condition is associated with this. Casualty & General noted it wasn't saying the dog's weight was the direct cause of the suspected arthritis, but it's a contributing factor.

Miss G argued her dog was within the average weight range for her breed, and the vet didn't say the arthritis had been caused by the dog's weight, but rather, she recommended weight loss to reduce the stress on the hips which could exacerbate the problem. Miss G also highlighted the dog breed has a very high risk of arthritis from a young age.

Miss G's vet also provided the following information, in a letter:

- *"Arthritis is a multifactorial condition that would have developed regardless of weight. Reduction in weight will put less pressure on joints and thus cause less pain. I would strongly urge you to reconsider your position on payment for this insurance claim. It is my professional opinion that being overweight did not directly cause arthritis to develop."*

Casualty & General maintained its claim decision. Casualty & General said the dog's clinical history shows she has been overweight for years and she's well over the recommended weight for her breed, as confirmed by the 4/5 BCS.

Casualty & General noted, in 2016, the vet recorded the dog was starting to get overweight, so food intake needed to be reduced. In 2017 and 2018, the vet recorded 'watch weight', and in 2019, weight lost was advised.

In response to the vet's letter, Casualty & General explained to Miss G that overweight dogs are at an increased risk of joint damage which then subsequently leads to osteoarthritis. It noted the dog had been overweight most of her life and said:

- *Overweight dogs traumatise their joints with increased pressure over a long period of time, leading to joint damage and arthritis.*

- *"Studies have also proven… 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 Osteoarthritis, which have all noted that there are multiple factors involved, the fact remains that these studies have also shown that weight is a massive contributing factor."*

Miss G brought her complaint to this service. One of our investigators thought the complaint should be upheld. Because Casualty & General disagreed, the complaint has been passed to me for a final decision.

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.

Where evidence is inconclusive, incomplete, or contradictory, I've reached my decision on the balance of probabilities. This means I've determined what I consider is more likely to have happened, based on all the evidence that is available and the wider surrounding circumstances.

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 overweight. Based on the vet's notes, I accept the dog was overweight at the time of the treatment. However, I've not seen anything that persuades me the arthritis, in this case, *resulted* from the dog being overweight.

Casualty & General says the policy doesn't cover any condition where the pet is deemed overweight and the condition is associated with this. However, that's not what the policy terms say. So, whilst I accept arthritis in dogs and their weight are associated with each other, in my view, that's not enough here.

I also accept it may have been Casualty & General's intention to exclude any claims for arthritis where the dog is overweight, but again, that's not what the policy terms say.

The policy terms exclude treatment that has *resulted* from the pet being overweight. In this case, the treating vet doesn't consider the dog's weight to be the cause of her suspected arthritis. I've no reason to doubt the credibility of her letter.

Furthermore, even if I were to accept that a dog being overweight for six years is likely to have contributed to their arthritis, *on balance*, I'm not persuaded Casualty & General has shown Miss G's dog was overweight during the period in question.

In 2016, the vet recorded the dog was starting to get overweight and advised to reduce food intake. But in 2017 and 2018, the vet recorded the dog was “*doing well watch weight”.* In my view, this doesn’t confirm the dog was overweight, only that her weight was something to be monitored. Neither the dog’s weight nor her BCS was recorded between 2016 and 2018, so Casualty & General is basing its conclusion solely on the ‘watch weight’ statements.

I accept that in 2019, the vet recommended weight loss, but again, no weight or BCS was recorded. There are also no records for 2020. So, Casualty & General doesn’t know how overweight the dog was in 2019, or whether the dog continued to be overweight.

In 2021, two months before the vet diagnosed the arthritis and recommended the dog lose 3kg, the dog’s weight was recorded as 27.7kg. So, it’s evident the dog put on 1.3kg during the following two months. As such, the dog may have put on a similar amount of weight in the few months prior to weighing 27.7kg, and if so, the 3kg the vet recommended to lose would have only been put on relatively recently. Therefore, the extra weight could have been put on due to the arthritis causing a lack of mobility, rather than the weight having caused the arthritis.

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. So, I find Casualty & General should now *consider* the claim subject to the remaining policy terms. Although our investigator recommended the claim should now be paid, it’s not immediately clear from the policy terms whether the prescribed tablets are covered.

Therefore, Casualty & General will now need to consider the cost of the initial treatment and tablets, and the ongoing monthly prescription, without declining those costs based on the policy exclusion it initially applied. Should Miss G be unhappy with Casualty & General’s further claim decision, she can make a new complaint about that.

Given I’m not persuaded the claim was fairly declined, and I’ve seen the matter has caused Miss G a degree of upset and inconvenience, I’m also awarding her £150 compensation.

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:

- consider the claim subject to the remaining policy terms; and

- pay Miss G £150 compensation

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss G to accept or reject my decision before 27 October 2022.

Vince Martin
Ombudsman