

## **The complaint**

Mr T complains that Casualty and General Insurance Company (Europe) Ltd (C & G) have declined their claim for treatment provided to their Dachshund dog F.

## **What happened**

In March 2022 F became partially paralysed by Intervertebral Disc Disease (IVDD) and needed surgery on his spine. Mr T made a claim under his policy up to the policy limit of £4000 for the treatment.

C & G declined the claim, saying that the policy doesn't cover any condition where a pet has been deemed overweight and has a condition associated with being overweight.

Mr T disagreed with this and brought his complaint to us. One of our investigators looked into the complaint. He thought that C & G hadn't acted fairly in declining the claim and recommended that the claim is reconsidered.

Mr T accepted our investigator's view, but C & G didn't and so the case has come to me to review.

## **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 have decided to uphold Mr T's complaint.

In deciding this case I have to look at whether C & G have applied the terms and conditions of their policy correctly, and whether they have acted fairly and reasonably in applying the exclusion and declining the claim.

I have seen all the correspondence between C & G and Mr T and I have also reviewed the medical evidence.

C & G have declined Mr T's claim because they say that F's condition is excluded under the following clause in the policy:

*"What is not insured?*

*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, type, breed and sex as recommended by a vet."*

C & G said that on reviewing F's clinical notes, he is recorded in as being "Overweight" just before his surgery with a body condition score (BCS) of 8/9. Following surgery, he was again noted as being overweight when they couldn't manually empty his bladder and at the beginning of April, F's weight was recorded as being 10.1kg with a BCS of 8/9. C & G say

that this weight and BCS indicate that F is twice the recommended weight for a miniature Dachshund and he is clinically obese.

C & G then referred to a 2013 study which they said confirmed that being overweight significantly increases the risk of disc extrusion, and so they consider the claim was correctly declined.

Mr T has provided two vet reports to counter C & G's view. The first is a report by the vet that treated F's IVDD. The report says that "Dachshunds are chondrodystrophic dogs which are sadly reported to be predisposed for intervertebral disc herniation due to disc degeneration. The exact trigger for disc herniation remains unknown and therefore there is no direct known link between obesity and the onset of disc herniation. We believe that F's condition could have occurred regardless of his body condition, and that the two problems, obesity and disc herniation should be considered as separate conditions."

They have also provided a further report from F's usual vet who says that according to their records they had no concerns regarding F's weight or body condition. He also makes reference to a 2015 study which opposes the views expressed in the 2013 study. This later study looked at over 2000 Dachshunds and concluded that sex, bodyweight, body condition, and conformational variables were not associated with Intervertebral Disc Disease risk. It concluded that IVDD is thought to be as a result of a combination chondrodystrophy linked to genetic predisposition.

While I note the views expressed in these studies, I don't think that they are determinative in applying this policy exclusion. That's because these studies look at the possible increased risk of a dog developing a condition because of increased weight. They don't directly address the causation of symptoms in the dog who is the subject of the claim.

The policy exclusion clearly excludes "Any claims *resulting* from your pet being medically overweight". So, the burden of proof is on C & G to show evidence of a direct causal link between F's weight and the claim, because in order to apply the exclusion, the medical condition being treated has to be directly caused by F's excess weight.

C & G have provided a report from their in-house vet who has reviewed F's clinical records and concludes that in her opinion F being overweight has significantly increased his risk of IVDE.

Whilst I accept that F was recorded as overweight according to his vet records, I can't see any direct evidence in the records or C & G's evidence that the IVDD has "resulted" from F being overweight.

I can see, however, that F's vet has clearly dismissed any connection, saying that she believes that F's condition could have occurred regardless of the body condition. In the absence of any other direct medical evidence, I am persuaded by the opinion expressed here, as this is the opinion of a trained vet, who has examined and treated F, including performing the surgery.

I'm therefore satisfied that there is no evidence on which to apply this policy exclusion and I don't think that C & G have fairly applied that term.

### **Putting things right**

I think that to put things right, C & G should reconsider Mr T's claim in line with the remaining terms of the policy.

**My final decision**

My decision is that I'm upholding Mr T's complaint about Casualty and General Insurance Company (Europe) Limited and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 4 January 2023.

Joanne Ward  
**Ombudsman**