

## **The complaint**

Mrs D complains that when she made a claim for her dog's treatment it was declined by Casualty & General Insurance Company (Europe) Ltd as they say her dog is overweight.

## **What happened**

Mrs D has had insurance cover for her dog with C&G since April 2019. Her policy covers her for vet fees up to £1,000, subject to a £90 excess. The policy contains a general exclusion for claims resulting from Mrs D's dog being medically overweight, or underweight, where this results in the dog needing treatment as a result of not being the recommended medical weight for its age, breed type and sex as recommended by an independent vet.

In January 2022 Mrs D took her dog to the vet for his annual vaccinations and she told the vet that he'd been limping from time to time on his left hind leg. It was noted that had 'Left stifle crepitus and flexion/extension'. He was seen again on 10 February 2022 and X-rays under sedation were recommended.

X-rays were taken under general anaesthetic on 23 February 2022 and these are said to have shown 'distinct draw left stifle, effusion present in caudal joint, bilateral hip dysplasia right stifle, patella has luxated anteriorly with osteophytes at tibial tubercle and calcification with in patella ligament, suggestive of historical tibial tubercle avulsion. The x-rays were to be reviewed to confirm cruciate disease. So Mrs D's dog needed surgery on his left hind leg which was booked in for April 2022.

Mrs D submitted a claim to C&G for her dog's x-rays and surgery, but this was declined under a general policy exclusion as they said her dog was overweight. C&G said the dog had a history of problems with his joints, but despite this he'd continued to gain weight, and was obese.

Mrs D provided a letter from her vet's surgery dated 25 May 2022 saying that her dog was an appropriate weight when he had his x-rays in February 2022 and his later surgery. Post-surgery his exercise had been limited as he was on cage rest. But he was still an appropriate weight. They also said that he was a well-built dog with a taller than average frame for his breed.

Mrs D raised a complaint with C&G about her claim being declined, which they didn't uphold. They maintained that her dog was overweight, and that this is likely to have caused issues with his joints and inflammation, as they say fat tissue can cause systemic inflammation throughout the body. And that by-products of this can alter the enzymes that keep cartilage and connective tissue healthy, which can lead to degeneration in the cartilage and joints.

C&G considered the letter from Mrs D's vet's surgery, but said it was written by nurse, not a vet, and they said the dog's ideal weight should have been 12.5kg, but it was recorded as 17.5kg, which is obese and he'd been overweight for most of his adult life.

Mrs D wasn't happy and complained to our service. Our investigator considered the case and upheld her complaint. She said that C&G had applied the exclusion relating to weight

unfairly, saying that the dog was overweight based on the average recommended weight for his breed. But Mrs D had provided a letter from a veterinary nurse confirming he's a large dog for his breed and had at all times been an appropriate weight. Our investigator said she was persuaded by the nurse's testimony as she'd examined the dog.

Our investigator also said that even if Mrs D's dog was overweight, C&G would need to provide evidence that this had caused his condition, which they hadn't done. So she said C&G should reassess her claim and pay £100 compensation for the distress Mrs D had suffered as a result of her claim being unreasonably delayed.

Mrs D accepted our investigator's opinion, but C&G didn't. They maintained that the dog was overweight and this had caused degeneration in his cartilage and joints.

The case has now come to me for a 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.

Mrs D's policy contains a general exclusion which says claims won't be covered if '*they result from your pet being medically overweight and this results in your pet needing treatment*'.

C&G have said Mrs D's dog was not just overweight, but obese, and had been for most of his adult life. They say this is because the average weight for a dog of his breed is 12.5kg and his weight is 17.5kg. They've not seen the dog, yet they've dismissed evidence from Mrs D's vet that the dog was large for his breed, and that before, during and after his treatment, even when he'd been on cage rest, he was an appropriate weight. Their only reason for doing this appears to be that the letter was written by a veterinary nurse rather a vet.

They've not provided any valid reason why a veterinary nurse can't accurately record and comment on the dog's weight. And they've failed to consider that while the dog's weight is recorded in his clinical records, there's no comment on this or any concerns noted about it, when he was examined by a vet.

So having reviewed the dog's clinical records, the letter provided by Mrs D's vets and Mrs D's own testimony that her dog wasn't overweight, I prefer this evidence to C&G's statement that the dog was overweight.

Even if the dog was overweight, for me to say that C&G had correctly applied the policy exclusion, there would have to be clear evidence that his weight had led to his joint problems and the need for his x-rays under sedation and subsequent surgery. C&G haven't provided any such evidence. All they've done is set out a general statement that being overweight can lead to degeneration of a dog's joints and cartilage.

I'm not persuaded that C&G acted fairly when they applied the exclusion relating to her dog being overweight to Mrs D's claim. So they should pay her claim up to her policy limit, subject to any applicable policy excess.

And I think Mrs D has suffered distress and inconvenience as a result of C&G unfairly declining her claim so they should also pay her £100 compensation for this.

### **My final decision**

For the reasons set out above I uphold Mrs D's complaint about Casualty & General Insurance Company (Europe) Limited.

To put things right I required them to pay her claim up to her policy limit, subject to any applicable policy excess. And to pay her £100 compensation for the distress and inconvenience she's suffered as a result of her claim being declined.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 13 January 2023.

Patricia O'Leary  
**Ombudsman**