

## The complaint

Mrs M complains that Casualty & General Insurance Company (Europe) Ltd unfairly declined her pet insurance claim.

Mrs M has brought her complaint through a family member. For ease, I'll refer only to Mrs M in this decision.

## What happened

In 2021, Mrs M's young dog unfortunately became lame. Following investigations, he was diagnosed with medial coronoid process disease, which affected his elbows (elbow dysplasia). He needed surgery to remove large osteochondral (bone and cartilage) fragments from one of his elbows. Mrs M made a claim to Casualty & General for the treatment costs.

Casualty & General declined Mrs M's claim. It referred to her vet's clinical notes, which indicated the vet wanted the dog to lose weight and maintain a lean body condition to help him cope with the disease. Casualty & General said that its policy excluded claims for treatment resulting from the dog being medically overweight.

Mrs M's vet sent Casualty & General his opinion that the dog's weight was not a contributing factor. But Casualty & General maintained that obesity might influence whether a dog with the "*genes coding for elbow dysplasia will develop a clinical problem.*" As Mrs M's dog was overweight when he first became lame Casualty & General maintained that it would not pay the claim.

Unhappy with the outcome, Mrs M came to us. She said her vet had told her the dog was not overweight and, in any event, the elbow dysplasia was a birth defect. She said that even though he had lost weight he still required surgery.

Our Investigator looked into the complaint and recommended it be upheld. She did not consider Casualty & General had shown that it had fairly applied the policy exclusion. As such, she recommended it pay Mrs M's claim, subject to the policy limit and applicable excess together with interest at 8% simple per year from the date she'd paid the vet's bill until the date of settlement.

Casualty & General did not agree with the Investigator's conclusions and asked for an Ombudsman review. The vet's clinical notes showed the dog was overweight and the specialist vet had advised that to minimise the long-term effects of the disease Mrs M should aim to keep her dog at a lean body weight. Casualty & General also referred to articles published on two separate veterinary websites about elbow dysplasia, which it said supported its position.

The complaint came to me for review. I asked our Investigator to contact Mrs M for some additional information about whether and how she paid her vet's bill. In summary, Mrs M said:

- She and her partner and both self-employed and do not receive a regular income, and she has struggled financially to pay the vet's bill.
- The vet practice has been sympathetic and has allowed interest free weekly payments of £100. She has provided a statement showing that she has paid £1,250 with £3,043.15 still remaining. But making these payments has been a financial burden.
- By way of background, she has referred to difficult family circumstances about which Casualty & General is already aware.

I issued a provisional decision explaining that I intended to uphold the complaint and also to award Mrs M compensation for distress and inconvenience. I said:

*"I don't think Casualty [&] General made a fair decision to decline Mrs M's claim and so I intend to uphold this complaint. I will explain why.*

*Casualty & General rejected the claim because its policy exclusion says it won't pay:*

*"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;"*

*The burden is on Casualty & General to show that it can properly apply the exclusion to turn down Mrs M's claim. I don't consider it has shown that the exclusion applies.*

*I have read Casualty & General's comments about the dog's weight and body condition score (BCS). It refers to the following entries:*

*"22/12/2020 Weight recorded: 7.500(Kg)  
19/01/2021 weight updated from 7.500(Kg) to 11.700(Kg)  
18/02/2021 Weight updated from 11.700 (Kg) to 16.000(Kg)  
06/05/2021 BCS 7/9, quite overweight already...2 Weight recorded 24.700"*

*I've reviewed the clinical notes. For context, I should say that the dog was born in October 2020. It's not in dispute that the vet had made the above notes about the dog's weight. But I do not consider the evidence about the dog's weight is enough for Casualty & General to decline the claim. It must show that the claim resulted from the dog being medically overweight and that the dog needed treatment as a result of his being overweight.*

*Importantly neither Mrs M's usual vet nor the specialist orthopaedic vet to which her dog was referred have suggested that the coronoid disease "resulted from" her dog being "medically overweight" or that her dog needed treatment for this condition as a result of being overweight.*

*The orthopaedic vet said:*

*"You [Casualty & General] have denied this claim and state that this is due to an entry in the patient history stating the patient was overweight. Please be advised that current thinking in veterinary science would not support being overweight as an aetiological factor for medial coronoid disease."*

*The vet went on to list the aetiological (causing) factors that have been identified for medial coronoid disease as: "osteochondrosis, ulnar trochlear notch incongruity or dysplasia, and asynchronous growth of the radius and ulna." In support, the vet referred to a peer reviewed academic paper and asked Casualty & General to reconsider its stance. So, the orthopaedic*

*vet's comments do not support that the disease resulted from the dog being medically overweight.*

*Casualty & General have referred to the orthopaedic vet's comment that:*

*“Maintenance of a lean body weight is the most important factor for mitigating the long term consequences of OA [osteoarthritis]”.*

*I don't consider the above comment shows that the dog's medial coronoid disease resulted from its body weight, but rather that the vet suggested maintenance of a lean weight as part of the conservative (non-surgical) ongoing management of the disease.*

*Casualty & General say that Mrs M's usual vet recorded the dog's weight and the entries about the weight were not clarified by the same vet (because it was the orthopaedic vet who gave his opinion about the causes of the disease). I have considered this point but I do not consider it impacts the evidence given by the orthopaedic vet. He listed the causing factors for medial coronoid disease, which did not include weight, and also said that a dog's being overweight is not considered to cause the disease.*

*Casualty & General has referred me to two veterinary website articles. It accepts that the first article confirms that elbow dysplasia is primarily of genetic cause. But it says the article adds that “obesity” can influence whether an animal with the gene coding for elbow dysplasia will develop a clinic problem.*

*Casualty & General observe that the second article indicates that points of increased pressure can cause damage to the cartilage covering the bones, and fragmentation of cartilage and the underlying bone may develop osteochondrosis. Casualty & General adds that being overweight increases pressure placed upon the joints, and fat secretes inflammatory hormones and create oxidative stress on the body's tissues. As such, it is satisfied that Mrs M's dog's weight was a causing factor in the development of elbow dysplasia.*

*I've read and considered the articles to which Casualty & General has referred about elbow dysplasia together with its observations about those articles.*

*But I find the evidence given by the orthopaedic vet who has seen, examined and treated Mrs M's dog to be more persuasive than the website articles to which Casualty & General has referred. Those articles do not, in my view, support that Mrs M's dog's disease resulted from his being overweight, from inflammation or that his weight influenced his developing the disease due to his genetic coding.*

*I do not consider Casualty & General has shown that Mrs M's dog's condition and treatment resulted from him being overweight. It follows that Casualty & General did not fairly turn down Mrs M's claim for her dog's medial coronoid disease. It should now pay the claim in line with the policy limit and less any applicable excess.*

*I have also considered the impact on Mrs M of Casualty & General's decision not to pay her claim, which I have concluded was an unfair one. Mrs M does not seek compensation for her distressing personal circumstances. But she has explained the financial strain she has been placed under in making weekly payments of £100 towards the vet's bill, not least as her family's income is not a regular one.*

*I think Casualty & General's decision not to pay Mrs M's claim has caused her distress and inconvenience at an already difficult time. She reasonably expected her policy to respond to*

*her claim for her dog's treatment. I think Casualty & General should pay her some compensation for this and I assess £200 to be fair and reasonable.*

*I also think that Casualty & General should pay interest at the simple rate of 8% per year on the instalment payments that Mrs M has made to her vet until the date Casualty & General makes the settlement, to reflect the fact that she has been out of pocket. I've set this out below. I've noted the vet has offered to provide any additional information she needs, and it would be helpful if she could provide a list of payments she has made and the dates she made those payments."*

## **Responses to my provisional decision**

Mrs M accepted my provisional decision and explained that my findings had come as a considerable relief to her and her family.

Casualty & General also accepted my provisional decision. It said it would need a breakdown of the payment amounts and dates so it could calculate the interest correctly. Mrs M has sent this to us and our Investigator has passed it on to Casualty & General.

## **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.

Both parties have accepted my provisional decision. As such, I see no reason to depart from the findings I reached in my provisional decision. I confirm those findings here for the reasons set out in my provisional decision.

I have reflected below that Casualty & General now has the vet's list of Mrs M's payments and payment dates so that it can calculate the interest that I have awarded.

## **Putting things right**

Within 28 days of the date on which we send it Mrs M's acceptance of my final decision, I require Casualty & General Insurance Company (Europe) Ltd to:

- Pay Mrs M's claim for her dog's medial coronoid disease in line with the policy limit and less any applicable policy excess; and
- Add interest to each instalment payment that Mrs M made to her vet for the above claim. This should be paid at the simple rate of 8% per year from the date of each payment as shown on the vet's list of payments to the date of settlement; and
- Pay Mrs M £200 compensation for distress and inconvenience.

If Casualty & General considers it is required to deduct by HM Revenue & Customs to deduct income tax from the interest payment, it should let Mrs M know how much it's taken off. If requested, it should also provide her with a certificate showing the amount deducted, so she can reclaim it from HM Revenue & Customs if appropriate.

## **My final decision**

My final decision is that I uphold this complaint for the reasons given above and in my provisional decision. I require Casualty & General Insurance Company (Europe) Ltd to take the steps set out in the "*Putting things right*" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or

reject my decision before 2 June 2023.

Amanda Maycock  
**Ombudsman**