

The complaint

Mrs F complains that Casualty & General Insurance Company (Europe) Ltd unfairly turned down her pet insurance claim.

Mrs F has brought her complaint through a relative but for ease I will refer only to Mrs F in this decision.

My references to Casualty include its agent which it uses to handle claims and complaints.

What happened

Mrs F's dog was diagnosed with diabetes and pancreatitis. She made a claim for the treatment costs.

Casualty turned down Mrs F's claim. The vet's medical records showed a history of the dog being overweight. Being overweight increased the risk both of diabetes and, in turn, pancreatitis. Casualty rejected the claims because its policy excluded claims resulting from the pet being overweight.

Mrs F came to us. She provided evidence from her vet which said the dog's diagnosed conditions were not related to the dog's weight. She could not afford to pay all the vet's bills and had received demands for payment.

Our Investigator looked into the complaint. While she was doing so, Mrs F told us that very sadly her dog's health had deteriorated. The difficult decision had been taken to have her dog put to sleep.

Our Investigator upheld the complaint. She did not think that Casualty had shown it could rely on the weight related exclusion to turn down Mrs F's claims. She recommended that Casualty pay the claims, in line with the policy limit and excess and pay Mrs F £200 in compensation for distress and inconvenience caused by its rejection of her claims.

Mrs F accepted the Investigator's recommendation. Casualty did not agree and asked for a review, as it can do. It provided further comments, which it said were from its in-house specialist. Those comments did not change our Investigator's mind about the fair outcome so the complaint was referred to me for review.

I asked Mrs F to let me know whether she had made any payments towards the vets' bills. She explained that she has been making payments by instalments but has not been charged any interest by the vets' practices. To date, she has paid £100 to the dog's usual vet, and £500 to the emergency vet.

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 uphold this complaint. I'll explain my reasons.

I have reviewed the policy to assess whether Casualty has acted fairly, reasonably and in line with the policy term and conditions in turning down Mrs F's claim. In doing so, I have focused on what I see to be the key issues.

Casualty has rejected the claim under a policy exclusion that 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."

It is for Casualty to show that it can properly apply the exclusion to turn down Mrs F's claim. I don't consider it has shown that the exclusion applies.

I have read Casualty's comments about the dog's weight and body condition score (BCS). Casualty has referred to entries in the dog's medical records dating back to 2014. I won't set out all the entries here as they are well known to both parties but the medical records indicate that the vet advised care with the dog's weight and advised weight loss each year to 2017. From then:

- In January 2017 the dog weighed 10.1kg.
- In April 2018 the dog weighed 11.6kg and had a body condition score of 8/9. The vet noted the weight gain and advised a change in diet and for the dog to be seen again in the weight clinic.
- In May 2019 the medical records show the dog had lost weight but not enough and again that Mrs F was advised about diet and weight clinics.
- The dog's weight was recorded as 10.6kg in June 2109 and, after being monitored at home, had reduced to 8.9kg in August 2020.
- In early January 2022 the dog's weight was recorded as 9.2kg and later that month had reduced to 8.2 kgs. The entry for 27 January 2022 said Weight 8.2 kgs. History: PUPD and urinated in the house a few times which is unlike her...abdo palpation difficult due to pot bellied appearance..." The vet recorded several potential diagnoses. PUPD means polyuria and polydipsia – that is, urinating more than usual and drinking more than usual.
- On 28 January 2022 the dog was noted to be likely diabetic.
- On 3 February 2022 the vet noted "o concerned very lethargic today. Ate and had 41U caninsulin @8.30am this am. Around 1.30pm was PUPD+++ and vom food up. Little wobbly/weak according to o. Plan: adv needs hosp to stabilise diabetes +/- investigate possible concurrent diseases. Poss pancreatitis +/- cushings (may test this later once stable)."
- On 4 February 2022, it was noted "Spoke to owner – explained that we did a scan and blood tests (cpli 2000) which revealed – severe pancreatitis."

Casualty argues that the dog was overweight. But the vet who treated Mrs F's dog said the dog was not overweight at the time of her diagnosis and had not been noted as overweight for a number of years:

"[The dog] presented to [the vet] with a normal body condition score of 4/9 to us. While she was over weight in the past, this seemed to have been resolved and no mention of obesity has been made during any routine checks for a number of years according to own vets clinical notes.

Therefore obesity has not caused [the dog's] diabetes. [The dog] did have a pot belly but this is not due to obesity. This is due to a suspected endocrinopathy such as Cushing's disease."

Casualty argues that being overweight increases the risk of diabetes; and diabetes increases the risk of pancreatitis. But a risk factor is not enough, of itself, to show that the dog being overweight caused the diagnosed conditions. And importantly Mrs F's vet has said that obesity did *not* cause the dog's diabetes.

Casualty has provided comments from its "*in-house specialist*":

- The 18 April 2018 entry in the dog's medical record says:
Gained weight +++, O says no change to appetite. See 4 weeks for weight clinic. Warned may need prescription diet and may need investigation into underlying cause ie diabetes/hypothyroidism etc.
- A weight gain despite a change in appetite can indicate an underlying condition, but no investigations were carried out at the time.
- Pancreatitis and diabetes are closely associated with each, as uncontrolled diabetes can lead to pancreatitis for a number of reasons.
- The clinical history for 27 January 2022 says Mrs F had noted increased drinking and urination, including in the house, for several weeks but had forgotten to mention this at her vaccination appointment on 11 January 2022. She declined blood tests on 27 January 2022.
- The 28 January 2022 entry shows the incredibly high value for specific gravity, which was noted by the vet as being off the scale. Specific gravity is a measure of the urine's concentration. High values can indicate endocrine disorders, such as diabetes and this together with the high value of glucose in the dog's urine indicated diabetes.
- The urine sample showed high levels of ketones, which indicates a more severe or long-standing case of diabetes. High levels of ketones can indicate a more severe or long-standing case of diabetes, and are dangerous. They alter the natural PH balance turning the pet's body more acidic. This in turn makes proteins within the body more susceptible to change and damage, which can lead to serious illness such as DKA.
- The dog was prescribed insulin but by 3 February 2022 her urine showed an incredibly high concentration of both glucose and ketones, which indicates her diabetes was still uncontrolled.
- The most common cause of DKA pancreatitis – the claimed for condition – include uncontrolled diabetes and pancreatitis due to high blood sugar levels.

I've considered the above comments. Casualty has not given its in-house specialist's qualifications, but it appears that they are a vet or vet nurse. But I don't think their comments are more persuasive than the evidence given by Mrs F's vet, who saw and treated the dog.

Casualty's comments above do not counter the treating vet's comments that the dog had a normal body condition score and her weight issue had resolved – or the treating vet's view that obesity did not cause the dog's diabetes.

It follows that I don't consider Casualty has shown it can rely on the policy exclusion to turn down Mrs F's claim. It should pay the claim, subject to any applicable excess and policy limit, together with interest as set out below.

I also consider that Casualty's handling of the claim has caused Mrs F distress and inconvenience, at an already difficult time. I consider Casualty should pay her some compensation and I assess £200 to be fair and reasonable.

Putting things right

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

- Pay Mrs F's claims for the diabetes and DKA pancreatitis, subject to any applicable excess and policy limit; and
- Pay interest on the instalments that Mrs F has made to the vets at the simple rate of 8% per year from the date Mrs F has paid each instalment both to her usual vet and the emergency vet, until the date of settlement (subject to Mrs F providing Casualty with evidence of the payment amounts and dates); and
- Pay Mrs F £200 compensation for distress and inconvenience.

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

My final decision

My final decision is that I uphold this complaint. 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 F to accept or reject my decision before 6 July 2023.

Amanda Maycock
Ombudsman