

The complaint

Mrs G has complained that Casualty & General Insurance Company (Europe) Ltd (C&G) unfairly rejected claims under her pet insurance policy.

What happened

Mrs G made three claims to C&G after her dog was diagnosed with a cruciate injury. C&G declined the claims on the ground that her dog was overweight and the policy excluded claims resulting from her pet being overweight. Mrs G complained to C&G that her dog's cruciate injury hadn't been caused by her being overweight. She pointed out that the dog's breed, gender, age and neutering would all have been risk factors.

As C&G didn't change its decision, Mrs G brought a complaint to the Financial Ombudsman Service. Our Investigator recommended that the complaint be upheld. He thought C&G should settle the claim and add simple interest at the rate of 8%.

As C&G didn't agree, the matter has been referred to me.

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.

My role is to decide whether C&G has treated Mrs G fairly and in line with the terms and conditions of the policy.

C&G said that the evidence provided by Mrs G's vet showed that her dog's weight played a critical factor in the cruciate injury. It agreed that her vet hadn't said that her pet's weight was the cause of the injury but said that without any other cause being known, this was the most likely one.

Under "What Is not insured" in Mrs G's policy there is an exclusion for:

"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 an independent Vet."

C&G decided that because there were references in the dog's clinical history in March 2021, March 2022 and March 2023 to the dog being overweight and recommendations for her to lose weight, this meant it was entitled to decline the claim. However, on the first claim form the dog's weight is recorded as 36.4kg with the ideal weight for her given as 36kg. So it's not clear to me how overweight the dog actually was.

In order to rely on the exclusion, I think C&G must show that there was a causal relationship between the excess weight and the cruciate injury. This is because the wording of the exclusion is clear that it only applies if the treatment claimed for *results* from the dog being overweight.

C&G has produced evidence from an independent vet who reviewed the dog's clinical history. She said:

"While she is also one of the breeds that are prone to cruciate rupture, is neutered, and is a large breed, which are all potential contributing factors, the additional weight she was carrying is certain to have contributed to the rupture of her cruciate ligament."

While being overweight will have been likely to increase the risk of cruciate injury, I'm not persuaded C&G has shown enough to apply the exclusion in the circumstances of this case. So I've concluded that C&G acted unfairly in applying the exclusion to decline Mrs G's claims.

Putting things right

To put things right I think C&G should settle the claims in line with the remaining terms and conditions of the policy, including any limits on the cost of treatment and any policy excess as appropriate. C&G should also pay interest on the amount of the claims from the date that Mrs G paid the vet's bills to the date of settlement.

My final decision

For the reasons set out above, I uphold this complaint and require Casualty & General Insurance Company (Europe) Ltd to do as set out above under "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 26 October 2023.

Elizabeth Grant
Ombudsman