

The complaint

Mrs S complains that Casualty & General Insurance Company (Europe) Ltd (“C&G”) unfairly declined a claim under her pet insurance policy.

Where I refer to C&G, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I’ll only summarise the key events here.

In December 2023, Mrs S’ dog showed signs of lameness in her hind legs and was having difficulty standing. She was diagnosed with intervertebral disc disease (IVDD) and required spinal surgery. Mrs S made a claim under her pet insurance policy, underwritten by C&G.

C&G declined the claim on the basis the policy excludes claims associated with a pet being overweight. It said the vet notes showed Mrs S’ dog was overweight at the time of the claim and this would’ve been a contributing factor to the IVDD.

Mrs S didn’t think this was fair. She says the treating vet advised that due to her dog’s breed, she would be susceptible to developing IVDD regardless and there was no evidence this happened because of her weight. Mrs S raised a complaint, but C&G maintained its position. So she brought it to our service.

Our Investigator upheld the complaint as she wasn’t satisfied C&G had shown, on balance, that the policy exclusion applies. She recommended C&G pay the claim and compensation.

Mrs S accepted this outcome, but C&G didn’t. So the complaint has been passed to me to decide.

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.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

Mrs S has made a claim for vet fees for treatment of IVDD which is something the policy provides for. So, on the face of it, she’s demonstrated that she has a valid claim.

If C&G wish to decline the claim based on a policy exclusion, it needs to demonstrate, on balance, that the exclusion applies. I’m not persuaded it’s done so.

The relevant policy exclusion says:

“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.”

For this exclusion to apply, the claim and treatment must have *resulted* from Mrs S’ dog being overweight. Based on the vet’s notes, I accept the dog was over the recommended weight at the time she developed IVDD. However, I’ve not seen anything that persuades me the IVDD *resulted* from her dog being overweight.

C&G say Mrs S’ dog’s weight was a contributing factor to the IVDD. But it’s not clear on what grounds it bases this opinion on. There is nothing within the vet history that links the IVDD diagnosis to the dog’s weight. Nor has C&G provided any veterinary opinion from either the treating vet or its own advisors as to the likely cause of the IVDD. It’s not enough to simply say there is a connection.

IVDD can be hereditary, and some breeds are more prone to it than others. Mrs S’ dog is a breed that is predisposed to IVDD and she’s at an age when IVDD most commonly occurs. So, it seems to me, that Mrs S’ dog could’ve developed IVDD regardless of her weight.

As such, I’m not persuaded this injury was a result of being medically overweight, so it follows that I don’t consider C&G has proven a policy condition or exclusion applies here. For this reason, I’m not satisfied it declined the claim correctly or fairly.

This is in accordance with our long-standing approach, which C&G will be aware of through previous decisions issued by this Service. It’s important to highlight that under Consumer Duty, C&G are required to learn from our decisions and it’s disappointing to see that it hasn’t.

My final decision

For the reasons I’ve explained, I uphold this complaint and direct Casualty & General Insurance Company (Europe) Ltd to:

- pay this claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date Mrs S paid the vets until the date she is reimbursed,
- pay £100 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs S to accept or reject my decision before 29 October 2024.

Sheryl Sibley
Ombudsman