

The complaint

Mrs R's complaint is about a claim she made on her Casualty & General Insurance Company (Europe) Ltd ('C&G') pet insurance policy, which was declined.

Mrs R says C&G have treated her unfairly.

What happened

Mrs R made a claim on her C&G pet insurance policy for problems her pet was experiencing with lameness.

C&G considered the claim and declined it. They said her pet was medically overweight and that it was likely the lameness her pet was experiencing was because of this. C&G said that claims in these circumstances were excluded and so they weren't prepared to cover the costs Mrs R was claiming for.

Unhappy, Mrs R complained to the Financial Ombudsman Service. Our investigator considered her complaint and upheld it. He said C&G should pay the claim plus interest at 8% per year simple and compensation of £150 to Mrs R. C&G don't agree so the matter has been passed to me to determine.

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.

The starting point is the policy terms. They say:

"Veterinary Fees

What is not insured?

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"

Having considered the pet's clinical notes, I'm satisfied that he was overweight for his breed. But that isn't enough for C&G to turn down the claim on reliance of the exclusion I've referred to above. Rather C&G needed to show that the lameness the pet was experiencing was, on balance as a result of his being medically overweight. The evidence I've seen does not support this. I say so because although recommendations were made by the treating vet for the pet to lose weight, these occurred after the lameness was identified and was being treated. And there is nothing in the pet's clinical notes that supports the lameness occurred as a result of the pet being overweight. Rather the recommendation for the pet to lose weight appears to be ancillary to that and suggests it is supportive of recovery.

C&G have said that the pet was prescribed Cartophen which is used to treat arthritic processes and that this is evidence of the fact that the lameness wasn't caused by an injury.

They also say that it is known that fat cells produce an inflammatory hormone called leptin which is noted to influence the development of arthritis. C&G feel that that inflammatory effect of leptin combined with the additional strain that excess body weight places on joints is known to exacerbate symptoms displayed by a pet and can contribute to the development of arthritis and other degenerative disease processes. They've made the point that the pet's symptoms of lameness have now resolved since it lost weight and took the medication prescribed which is further evidence of the cause of the problem being the pet being overweight.

Firstly, I don't think it matters whether the lameness was caused by an injury or arthritis. The key thing C&G need to prove is whether the lameness was caused by the pet being overweight. Arthritis is not categorically caused by an animal being overweight and certainly there is no suggestion in the pet's clinical notes that this was the case here. The fact that the pet's symptoms have resolved by both taking an anti-inflammatory medication and weight loss is equally not supportive of the pet's excessive weight being the cause of condition either. The condition could well have resolved with rest or the anti-inflammatory medication alone. Additionally, it could have been assisted by weight loss but this again does not determine the cause of the problem.

C&G have provided evidence from their own vet which they feel supports their position. In his view he says:

"Firstly, I believe this is a claim/condition specifically relating to arthritis, as opposed to a soft tissue injury relating to playing with another dog, as previously mentioned, catrophen would not have been used if it wasn't osteoarthritis. Additionally joint thickening and muscle atrophy suggests a chronic degenerative process.

Secondly, the dispute lies around the linkage of weight to arthritis, whilst a body condition score is not mentioned in the records, (the pet) is significantly above what I would expect an English springer to be and her vets have stipulated multiple times she needs to lose weight, always in the context of the lameness. I agree that weight as a cause of the lameness cannot be proven either way but the link between weight and osteoarthritis is a fact

(<https://pubmed.ncbi.nlm.nih.gov/19750285/>). I strongly feel that had (the pet) been a healthy weight then the morbidity of the condition would have been less so, additionally with respect to the bigger picture, owners should be keeping their pets healthy weights, given (C&G) has a specific clause pertaining to this, I believe it fair to challenge owners allowing their pets to be obese and penalising according to policy terms."

It's clear from C&G's own vet's view that "weight as a cause of the lameness cannot be proven either way" which undermines C&G's position considerably. In addition, the vet's views about how C&G should penalise policyholders with overweight pets is not a matter for him to determine. To be clear, we wouldn't endorse an insurer penalising a policyholder for their pet being overweight by turning claims inappropriately as C&G has done in this case. For these reasons I've set out what C&G should do to put things right below.

Putting things right

C&G should pay Mrs R:

- her claim subject to the remaining policy terms;
- interest at 8% per year simple four weeks after the claim was made until it is paid;
- £150 for the distress and inconvenience caused to her in turning down her claim; inappropriately when it should have been accepted. This award recognises the impact of Mrs R which no doubt caused her both distress and inconvenience.

My final decision

For the reasons set out above, I uphold Mrs R's complaint against Casualty & General Insurance Company (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 24 April 2025.

Lale Hussein-Venn
Ombudsman