

The complaint

Mr C has complained that Covea Insurance plc unfairly declined a claim on his pet insurance policy.

My references to Covea include its agents.

What happened

Mr C took out a policy with Covea for his dog, B, in November 2022.

In early 2023 Mr C made claims to Covea after B had treatment for a corneal ulcer in her left eye and corneal perforation in her right eye. After obtaining the dog's clinical history from the vet, Covea declined the claim on the ground that it was a pre-existing condition because the dog had suffered from a corneal ulcer in her left eye in 2018 before the policy had been taken out.

Mr C obtained veterinary evidence that the ulcer in 2018 wasn't linked to what he was now claiming for. The vet said that the previous ulcer in B's left eye had healed and wouldn't have caused any lasting effects on B's eyes.

Mr C brought a complaint to this service. Our Investigator didn't recommend that the complaint be upheld. He thought Covea had assessed the claims fairly based on the evidence available and the policy terms.

As Mr C 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.

Mr C's policy, like most other policies, doesn't cover the cost of any treatment for a pre-existing condition. It defines a pre-existing condition as:

*"An **injury** that happened or an **illness** that first showed clinical signs before **your pet's** cover started, or*

*An **injury** or **illness** that is the same as, or has the same diagnosis or clinical signs as an **injury**, **illness** or clinical sign **your pet** had before the cover started, or*

*An **injury** or **illness** that is caused by, relates to, or results from, an **injury**, incident, **illness** or clinical sign **your pet** had before its cover started. No matter where the **injury**, **illness** or clinical signs are noticed or happen in, or on, **your pet's** body."*

I accept the evidence from Mr C's vets that the corneal ulcer his dog had in 2018 completely healed and didn't cause the conditions B was suffering from in 2022. But the above exclusion will still apply if Covea can establish that B had the same clinical signs in 2022/23 as she had in 2018.

According to B's clinical history in 2018 B had a mid-corneal ulcer in her left eye. That cleared up after a course of antibiotics. A week later the vet noted:

"Much improvement...Visible corneal defect – bilateral".

In January 2023 the vet said both B's eyes had ulcerative keratitis (corneal ulcers). I don't think it was unreasonable of Covea to say that this was an illness with the same clinical signs as B had had in 2018 and to rely on the exclusion above to decline the claims.

Whilst I am sorry to hear of the circumstances that have led to Mr C's complaint, I think Covea has acted fairly in declining his claims.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 September 2023.

Elizabeth Grant
Ombudsman