

The complaint

Mr J and Miss P have complained that Covea Insurance plc has unfairly declined a claim on Miss P's pet insurance policy.

What happened

Miss P took out a pet insurance policy for her dog with Covea in January 2016. She says it was established early on that the dog had a number of severe allergies. Miss P made a number of claims for treatment of the allergies which were settled.

In January 2022 Miss P made another claim for the dog's allergy treatment. The claim included immunotherapy treatment. Covea reviewed the dog's clinical history. It said the history showed that signs of the allergies had been present in December 2015 when dermatitis was noted around her tail. It said as this was before the policy started, the allergies were a pre-existing condition and not covered by the policy. Covea also said that the dog's immunotherapy treatment was no longer effective and so it was unable to continue to offer cover for that type of treatment. It said all claims relating to the dog's skin condition had been paid in error but it wouldn't look to reclaim the monies.

Miss P provided evidence from her vet that the dog's dermatitis in December 2015 was secondary to excessive skin folds around the tail area which was later corrected by surgery. Covea didn't change its decision.

Mr J and Miss P brought a complaint to this service. Our investigator upheld it. He didn't think Covea hadn't acted fairly in treating the two conditions as linked. He recommended that Covea pay the claim and £100 compensation.

Covea didn't agree. It also said immunotherapy isn't a licensed medication and so the cost of treatment involving this isn't covered by the policy.

As the Investigator wasn't able to resolve the complaint, 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.

Miss P's policy, like many other pet policies, doesn't cover pre-existing conditions. There is an exclusion in the policy for the cost of any treatment for a pre-existing condition. A pre-existing definition is defined 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 its 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. This is in addition to any exclusion(s) stated on your Certificate of Insurance.

I need to consider whether Covea has treated Miss P fairly in relying on this exclusion to decline the claim. That requires there to be sufficient evidence of a connection between the condition claimed for and the one that happened before the policy started.

Covea has said that the dog has a pre-disposition to skin issues, including allergies and that clinical signs of the dog's allergies were noted in December 2015, that is before the policy started.

Miss P's dog was seen by a vet in December 2015 when it was noted the dog had "*moist dermatitis *** in folds around tail*".

I can see from the clinical history that in late 2015 and 2016 irritation and dermatitis around the dog's tail was noted. There do not appear to have been any other skin complaints or skin irritation at that time. In May 2016 the vet recorded that "*the base of the tail is quite deep into bottom*". The vet thought the irritation was "*due to her tail being inverted into bottom*". Another colleague wrote that the skin condition "*is because of the tail folds*". Surgery was recommended to correct that abnormality and that took place in September 2016.

As Miss P's vet has noted, there is no mention in the clinical history of the dog having any dermatitis around the tail base after the surgery. Regarding allergies he said:

"I believe that [name of dog] first demonstrated evidence of allergic skin disease on the 10th June 2016 where she presented with a history of 'scratching face and ears', over time this developed into a generalised pruritus and dermatological lesions more associated with atopy, which prompted further investigations into this condition. At this time [name of dog] would have been about 1-year old. It is unusual for atopy to develop in dogs younger than this, with age of onset typically between 1-3 years old."

I've carefully considered the expert evidence provided by Covea and that from Miss P's vet. Given that Miss P's vet saw, examined and treated Miss P's dog, I find his evidence is more persuasive. I don't think Covea has provided sufficient grounds for its conclusion that there was a connection between the dermatitis around the tail area first noted in December 2015 and the allergic skin disease with which Miss P's dog presented from June 2016 onwards. In the light of this I don't think Covea treated Miss P fairly in declining her claim on the ground that the dog was suffering from a pre-existing condition.

With regard to Covea's assertion that the immunotherapy was no longer effective, Miss P's vet said that was untrue. He went on to explain:

"On the 10th December 2021 I wrote in my clinical notes that I was concerned that the immunotherapy was not as effective as it had been previously. This can happen over time as the patient may develop new allergies. It is likely that the immunotherapy is still helping with [dog's] allergic skin disease. As no medication is able to eradicate allergies, [name of dog] requires several different types of medication to keep her atopy under control as much as possible."

Again, I place more weight on the evidence from Miss P's vet due to the fact that he has treated her dog.

When responding to our Investigator's view Covea said that immunotherapy isn't a licensed medication and so the cost of treatment involving this isn't covered by the policy. In my

opinion it is unfair of Covea at this late stage to rely on a new reason, which has not previously been communicated to Miss P, to decline the claim.

To put things right, I think Covea should meet the cost of the claim. I also agree with our Investigator that some additional compensation is warranted because of the unnecessary distress the refusal of the claim would have caused Miss P at a time when she needed to avoid additional stress. I agree that £100 is reasonable.

My final decision

For the reasons set out above, I uphold this complaint and require Covea Insurance plc to pay Miss P's claim subject to the policy limit and any excess and pay her £100 compensation for the trouble and upset caused by its unfair refusal of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Miss P to accept or reject my decision before 3 August 2023.

Elizabeth Grant
Ombudsman