

The complaint

Mrs S has complained that Covea Insurance plc unfairly declined a claim on her pet insurance policy.

What happened

Mrs S first took out a pet insurance policy for her dog with Covea in March 2015. She made a claim under the policy to repair a ruptured cruciate ligament in the dog's left hind leg. Covea settled the claim.

Covea said Mrs S contacted it by phone before the policy was due to renew in March 2016 to cancel the policy because of the increase in the premium. It said it had advised Mrs S on the call that she would lose continuity of cover for conditions that had developed since the policy had been taken out.

On 31 March 2016 Mrs S took out a new lifetime policy with Covea. That policy excluded cover for pre-existing conditions. In September 2021 Mrs S made a claim for the dog's osteoarthritis. Covea settled the claim.

In November 2022 Mrs S made a continuation claim. Covea reviewed the dog's clinical history. It said the history showed that the dog's osteoarthritis was secondary to the cruciate disease in his left hind leg that was the subject of a claim under the original policy. It said as this was before the present policy had started, the osteoarthritis would be treated as a pre-existing condition and not covered by the policy. It said all claims relating to the dog's osteoarthritis had been paid in error but it wouldn't look to reclaim the monies.

Mrs S provided evidence from her vet that while the dog had osteoarthritis in his left hind leg, he also had arthritis in other limbs and the medication he had been prescribed was to manage pain in these limbs also. Covea didn't change its decision.

Mrs S brought a complaint to this service. Our investigator upheld it. He found that the dog had arthritis in his other legs and hips as well as in the left hind leg. The vet said that the same medication would be needed to treat the other limbs, so there was no way of splitting the cost. He didn't think Covea hadn't acted fairly in declining the claim. He recommended that Covea reassess the claim.

Covea didn't agree. It said no x-rays had been taken of the other joints to confirm the diagnosis. However, it was prepared to pay half the treatment costs for the osteoarthritis.

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.

Having listened to Mrs S's telephone call with Covea, I'm satisfied it explained to her the consequences of cancelling the original policy and taking out a new one (namely that her dog wouldn't be covered for the cruciate condition that had developed since the policy had been taken out).

There is an exclusion in the policy for the cost of any treatment for a pre-existing condition. A pre-existing condition 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 Mrs S 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's osteoarthritis was caused by the cruciate ligament rupture that he had before the policy started. I can see from the clinical history that in May 2015 the dog had a full cruciate rupture in his left hind leg and on 1 September 2015 the vet recorded *"Lameness should settle, although discussion with owner re progressive arthritis anticipated."* So, I don't think it was unreasonable for Covea to treat the osteoarthritis in the left hind leg as a pre-existing condition and one not covered by the policy.

Covea said no x-rays had been taken of the other joints to confirm the diagnosis of osteoarthritis. I agree but stiffness and arthritis have been diagnosed by Mrs S's vet following an examination of her dog. In the absence of other evidence I place more weight on the opinion of Mrs S's vet as his diagnosis was based on an actual examination of the dog.

Mrs S's vet has said that the dog was *"on long term pain relief and joint supplements to manage osteoarthritis. While he has osteoarthritis in his left hind limb, in which he has a history of cruciate ligament rupture, he also displays stiffness and signs of arthritis in his other limbs, and the medication is to manage his pain in these limbs also."*

In order to reject Mrs S's claim for the treatment of arthritis in the other limbs excluding the left hind leg, Covea needs to prove, on balance, that the arthritis and stiffness in those other limbs was caused by, related to or resulted from the cruciate ligament rupture in the left hind leg. I haven't seen any persuasive evidence that there is such a connection. On the contrary, Mrs S's vet said it was unfair of Covea *"to exclude osteoarthritis affecting all limbs, as a result of a condition in his history affecting one limb"*.

In order to treat the osteoarthritis in the other limbs, the dog needs the same pain relief and supplements as if he only had osteoarthritis in the left hind leg. I agree with our Investigator that there's no fair way of splitting the cost as the medication treats the whole body not individual limbs.

To put things right, I think Covea should settle the claim subject to the other terms and conditions of the policy.

My final decision

For the reasons set out above, I uphold this complaint and require Covea Insurance plc to settle Mrs S's claim subject to the other terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 8 August 2023.

Elizabeth Grant
Ombudsman