

The complaint

Ms B complains that Covea Insurance plc hasn't covered a claim she made under her pet insurance policy.

Any reference to Covea includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Ms B had a pet insurance policy for her dog – who I'll refer to as H. The policy is underwritten by Covea.
- In February 2022, H was diagnosed with urothelial carcinoma (UCC), for which he had treatment.
- In August 2022, H's prostate was found to be enlarged. Initially, a definitive diagnosis wasn't reached – though it was said to possibly be a low-grade carcinoma. Owing to his health issues, H was sadly, put to sleep in December 2022.
- Ms B made a claim for H's urothelial carcinoma, prostate, and an ear infection. Covea covered the claim for the urothelial carcinoma and ear infection but said it wouldn't cover treatment regarding the prostate carcinoma as the policy limit had been reached for the condition of 'carcinoma'.
- Ms B said this outcome was unfair as the prostate carcinoma was unrelated to the urothelial carcinoma. She provided evidence from the treating veterinary hospital which she considered supported her position.
- In summary, The Veterinary Professor said:

"Previous biopsy of the prostate (at laparotomy) had shown only smooth muscle with infiltrating epithelial cords and tubules, and the pathologist had not been able to make a definitive diagnosis but had said it was possible these changes represented a low grade carcinoma.

The apparent lack of progression of this lesion [the prostate lesion] over the following two months while the UCC progressed supports a low grade lesion in the prostate and that the two lesions are unrelated.

- Covea maintained its position, and so, Ms B brought a complaint to this Service.
- An Investigator considered it but didn't uphold it. He was satisfied, based on H's clinical history, that the prostate lesion had been considered a carcinoma and that as the policy limit had been reached in respect of this condition – owing to the UCC claim being covered – Covea had acted fairly by declining to cover the prostate

claim.

- Ms B remained unhappy and so, the complaint has been passed to me for an Ombudsman's decision.

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 done so, I'm not upholding this complaint. But before I explain why, I recognise this has been a very difficult time for Ms B - losing H has understandably, been a very upsetting event for her.

Ms B's policy covers £7,000 per incident – once the maximum benefit is reached, no further claims can be made for the condition. The policy defines "incident" as:

"A specifically identifiable accident, injury or illness. Recurring and/or chronic incidents shall be considered as one loss and/or condition. Such incidents being defined as:

a) clinical manifestations resulting in the same diagnosis (regardless of the number of incidents or areas of the body affected) to which your pet has an ongoing predisposition or susceptibility, or injury related in any way to the original claim; or

b) incidents which are incurable and likely to continue for the remainder of your pet's life."

Covea has said the prostate carcinoma isn't covered because it's a clinical manifestation which has resulted in the same diagnosis as the urothelial carcinoma – the diagnosis being "carcinoma". Given the vet has said it was likely a low-grade carcinoma in the prostate, I'm satisfied it was reasonable for Covea to consider the claim as one for prostate carcinoma.

Ms B says her vet's evidence supports her position that the two conditions are unrelated and so it's unfair for Covea to treat it as one condition. Having read her vet's comments, I am persuaded the prostate carcinoma isn't related to the urothelial carcinoma – in that it *hasn't* been shown for example, that the prostate carcinoma is a secondary cancer connected to the urothelial carcinoma.

I also note Ms B's vet has distinguished between the progression of the carcinomas. And whilst I accept this supports Ms B's view that the two weren't related, what's key is whether the prostate carcinoma had the *same diagnosis* as the urothelial carcinoma. Here, both organs had the diagnosis of "carcinoma" and so, even though the prostate carcinoma was unrelated to the urothelial carcinoma - it was caused by the same thing – namely, carcinoma. And so, I'm satisfied it's reasonable for Covea to consider it as one condition.

I realise this will be disappointing for Ms B but as the policy limit had been reached for the condition of "carcinoma" (by Covea covering the urothelial carcinoma claim), I'm satisfied Covea's decision to not cover the prostate carcinoma claim because there was no remaining indemnity for the condition of carcinoma, was fair and reasonable in the circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or

reject my decision before 21 December 2023.

Nicola Beakhust
Ombudsman