

The complaint

Miss F has complained that Covea Insurance plc (“Covea”) has declined her claim for treatment costs for her dog on the ground that the treatment was for a pre-existing condition and therefore excluded from cover.

What happened

Miss F’s dog, who I’ll refer to as “B”, has been insured by Covea since 7 September 2018.

In November 2021 B developed an anal gland infection which required surgery. In December 2021, Miss F submitted a claim to Covea for the cost of B’s treatment. Covea rejected the claim on the ground that B’s veterinary records showed that he’d previously had his anal glands emptied in May and September 2017, before the inception of the policy.

Miss F says that the emptying of B’s anal glands was not connected to a condition and was not an injury or illness but was a regular procedure which a lot of dogs have and which doesn’t need to be carried out by a vet. B now has this done regularly by his groomer.

Covea asked Miss F to provide a letter from B’s vet to confirm that the reference to B’s anal glands in his records wasn’t connected with the infection she was claiming for. B’s vet provided such confirmation.

Covea maintained its rejection of Miss F’s claim on the basis that B displayed the same or similar symptoms prior to the policy’s inception. It referred to the following policy wording:

Meaning of words in this policy:

27. Pre-existing condition:

- a) An injury that happened or an illness that first showed clinical signs before your pet’s cover started, or***
- b) 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***
- c) 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.***

Covea also stated that if B’s glands had not been emptied promptly (sic) on the first occasion then it is likely an infection would’ve followed. It maintains that Miss F’s claim was declined within the terms and conditions of the policy.

Miss F wasn’t happy with Covea’s rejection of her claim and brought her complaint to this service. Our investigator’s view was that B shouldn’t decline Miss F’s claim as pre-existing simply because B’s symptoms were the same or similar to those previously presented. She

was satisfied that Miss F had no reasonable knowledge of something wrong with B when the policy was taken out.

Covea doesn't agree with our investigator's view. It maintains that there was clearly a problem with B's anal glands before the inception of the policy, which Miss F was aware of. It disagrees that the previous appointments were 'routine' as B's glands were inflamed on 30 May 2017 and an injection of anti-inflammatories had been given.

As Covea doesn't agree with our investigator's view, Miss F's complaint has been referred to me for a final decision from this service.

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 in agreement with our investigator that Covea has not acted fairly in relation to Miss F's claim and I'll explain why.

What the vet described as B's "scoting" is a common indication of anal glands that need emptying. In my view, the emptying of B's anal glands in May and September 2017 was a routine procedure and can't reasonably be described as an "injury or an illness". It doesn't therefore fall within the policy's definition of a pre-existing condition.

I also don't accept Covea's argument that there's a connection between the infection that was first identified in September 2021 and a procedure carried out over four years previously. B's veterinary notes don't indicate any intermediate issues with B's anal glands. B's vet has also confirmed that:

"[B's] scooting behaviour and expression of anal glands in May and September of 2017 is not an indication of infection. Therefore, it is not related to the anal gland infection he had in November 2021".

I therefore don't consider that Covea has acted fairly or reasonably in rejecting Miss F's claim.

My final decision

For the reasons I've given above, I'm upholding Miss F's complaint.

I require Covea Insurance plc to address Miss F's claim subject to the other terms and conditions of her policy.

I also require Covea Insurance plc to pay interest on any sum payable at the simple rate of 8% from the date Miss F made her claim to the date that payment is made to her. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 3 October 2022.

Nigel Bremner
Ombudsman