

## The complaint

Mr V complains about Covea Insurance plc's ("Covea") decision to decline cover for his pet insurance claim.

## What happened

Mr V says his dog injured his hip, so they attended a veterinary practice in September 2021 and they recommended x-rays. They also suggested x-rays be carried out on the dog's knees. Following receipt of the x-rays, the vet recommended surgery to the knees and a possible operation on the hip. The veterinary practice submitted a pre-authorisation form for the surgery but Covea declined to cover this on the basis the claim related to a pre-existing condition which is excluded in the policy. A claim was then made for the vet fees incurred by Mr V, but this was also declined for the same reason.

Mr V complained to Covea and they responded and explained the pet insurance policy started in July 2019 but the clinical notes showed attendances at the veterinary practice where the vet identified issues which are linked to the cranial cruciate ligament now being claimed for.

After considering all of the evidence, I issued a provisional decision on this complaint to Mr V and Covea on 21 September 2022. In my provisional decision I said as follows:

*"My starting point is Mr V's pet insurance policy. This sets out the terms and conditions and under the heading 'What we will not pay' it says, "The cost of any treatment for a pre-existing condition". The policy then describes a pre-existing condition as an injury that happened or an illness that first showed clinical signs before the start of the insurance cover 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 that a pet had before the insurance cover started. The policy also defines a pre-existing condition as an injury or illness that is caused by, relates to, or results from, an injury, illness or clinical sign a pet had before cover started. The claim form submitted to Covea describes Mr V's dog's condition as right and left cruciate ligament rupture.*

*Covea firstly declined the claim to pre-authorise treatment on the basis the condition being claimed for was first noted prior to the policy start date. Covea then declined the claim for the treatment on the same basis. So, I've looked into whether Covea's decision is fair and reasonable.*

*I should stress that I am not a vet and nor do I have specialist veterinary knowledge, so when considering such complaints, I take into account what the clinical notes show and the opinion of the experts. And, that's what I've done here.*

*Under guidelines issued by their regulatory body, all vets are required to take the utmost care when writing records to ensure they are clear and accurate. It is therefore reasonable for an insurer to rely on the clinical notes as being a true and accurate representation of what was seen and heard at the time of each consultation. The clinical notes are a contemporaneous account of Mr V's dog's clinical history.*

*I've looked at the clinical notes and there's an entry on 19 February 2019 which says, "[Mr V's dog] is limping with back leg" and had some issue with his back leg two weeks ago but this then improved. The note goes further to say Mr V's dog had been out playing more recently and Mr V noticed his dog "...with no weight bearing on R hindlimb..." and Mr V then placed an ice pack around his dog's right knee. The vet's notes then describe some movement tests they carried out and notes their assessment as "poss muscle injury?? Poss Knee-ligaments? Other"*

*There's a further consultation on 7 May 2019 where the vet notes there hadn't been much improvement following medication and Mr V's dog starts limping if walking for more than 15 minutes. The vet notes they were unable to carry out a proper examination of Mr V's dog's hips as he was sitting. The vet then notes movement tests carried out on the knees and says, "L knee – mild crackles, cranial drawer test – nad, patellar reflex – normal, tibial reflex – normal. R knee – reactive on touch, crackles on manipulation, cranial drawer test – positive, other joints/legs – nad. Assessment: partial vs total CCL [cranial cruciate ligament] rupture?? Unable to assess as very stiff." The notes go further to say the vet discussed options with Mr V which included x-rays and surgery.*

*Insurers often appoint experts experienced in this type of work to provide an opinion, and that's what Covea did. I think it's a fair thing to do – and it's reasonable for Covea to take an expert's opinion into account. I can see Covea contacted the veterinary practice that carried out the x-rays and asked for clarification on whether the cruciate rupture is related to the treatment provided in 2019. The treating vet says "...the lameness back in 2019 [Mr V's dog] recovered from that so this would not be related with his current cruciate lameness." Covea then seek an opinion from an independent vet and they say "In my professional opinion, given all of the information provided I believe it is highly likely the previous right hind limb lameness was related to the current claim for cranial cruciate ligament disease."*

*Where there is conflicting vet evidence, I have to weigh up which is more persuasive. Mr V's dog's vet carried out the x-rays and their notes also show they carried out a thorough examination of Mr V's dog. So, being the treating vet, they have first-hand knowledge of the issues leading to diagnosis and treatment in Mr V's dog. And given that this vet was involved in all aspects of the condition including initial diagnosis, x-rays, tests and observations, I think it's reasonable to place more weight on the information provided by them. So, I'm more persuaded by their opinion that the issues in 2021 aren't related to the issue in 2019.*

*I would add, the experts' opinion isn't the only factor I've taken into consideration. There's a number of other factors which persuade me that it's more likely than not, the issue in 2021 is unrelated to the issue in 2019. Between the consultation in May 2019 and September 2021, there's more than a two-year gap. I've reviewed the clinical notes and, while there are several visits to the vet during this period, the notes don't record any complaint about the issue identified in 2019. So, I'm persuaded by the treating vet's opinion that Mr V's dog had recovered from the unrelated issue in 2019. I note Covea say they're aware in most cases, cruciate ligament issues form part of an ongoing disease process. I do acknowledge this but, I believe, on the balance of probabilities, even a condition which gradually forms over a period of time, would show during consultations and observations carried out over a two-year period. In fact, there's a vet consultation in September 2019, which although for an unrelated issue, the vet notes Mr V took his dog for a walk and he was fine.*

*I don't disagree the notes for the consultations in 2019 refer to an issue with Mr V's dog's knees. But, there's no definitive diagnosis of the issue. The assessment following the February 2019 visit is that it could be a muscle injury, knee ligament injury or something else. The assessment following the May 2019 visit again doesn't provide a full diagnosis. The vet notes they couldn't examine Mr V's dog's hips properly and, while they've noted whether there is a partial or total CCL rupture, they say they're unable to assess this as the area was very stiff. The notes then show a discussion about treatment options, which includes x-rays and surgery, but I can't see these take place. And, the next vet consultation which takes place is around three weeks later, but there's no complaint about Mr V's dog's knees or CCL. So, given that there's no evidence of a definite diagnosis of cruciate ligament rupture during the visits in 2019, I'm not persuaded the evidence supports a link between the issues in 2019 and 2021.*

*I note Covea refer to the definition of a pre-existing condition as set out in the terms and conditions. In particular, they point to the section which refers to a condition having the same clinical signs before the cover started. I do acknowledge Covea's point and I agree the clinical notes for the consultation in February 2019 show a discussion about there being an issue with Mr V's dog's knee ligaments – so I understand why Covea believe this shows the same clinical signs as the issue in 2021. But, I think it's important to look at the context in which that note was made by the vet. The vet places a question mark beside their comment about the knee ligament which suggests they're uncertain whether this is the issue. I'm further persuaded this isn't a definitive diagnosis as the vet also questions whether it could be a muscle injury. And, I've seen no evidence that completely rules out it being a muscle injury. The clinical notes of the consultation in May 2019 refer to the vet considering whether there is a 'CCL rupture' but they were unable to assess this. So, while I acknowledge there is consideration by the vet in 2019 of issues relating to Mr V's dog's knees, I don't think the evidence shows this was fully assessed and determined.*

*Taking this all into account, I think Covea have unfairly declined Mr V's claim for treatment costs and for pre-authorisation. So, I think Covea should reimburse the fees paid by Mr V for the treatment and x-rays and also pay compensation for the upset and inconvenience caused to Mr V.*

*I can see Mr V says the cruciate surgery isn't something he's looking to pursue at this time. But, should Mr V decide to pursue the claim for pre-authorisation, Covea should reconsider this claim further, in line with the remaining terms and conditions of the policy. It is of course open to them to make any other further enquiries they feel are necessary, but I don't think it's reasonable for them to decline it on the basis it relates to a pre-existing condition."*

So, subject to any further comments from Mr V or Covea, my provisional decision was that I was minded to uphold this complaint and require Covea to settle the claim and pay compensation.

Following my provisional decision, Mr V has responded to say he accepts the decision. He also points out that the reason for the vet consultation in September 2021 was because of an issue with his dog's hip. And, it was while his dog was sedated that the vet suggested x-rays of his dog's knees also. Covea have responded and agree there was no definitive diagnosis noted in the clinical notes before 2021, but they point out their definition of a pre-existing condition includes something that has the same clinical signs or symptoms. They say Mr V's dog showed the same clinical symptoms as the cruciate ligament disease the claim is for. They also believe, while Mr V's dog recovered from the lameness shown in 2019, the symptoms and the vet's potential diagnosis was the same as what they are

claiming for. Covea say, while a diagnosis was not made, the vet believed the condition could be CCL rupture based on the symptoms Mr V's dog was showing.

Given that both parties have responded, I see no reason to delay making a final 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 see no reason to depart from my provisional decision. So, I've decided to uphold the complaint for the reasons set out in my provisional decision and copied above.

I have carefully considered Covea's comments, but I'm not persuaded the circumstances of this case fall within their definition of a pre-existing condition. As mentioned in my provisional decision, I agree the clinical notes for the consultations in 2019 do refer to Mr V's dog's knees and also consideration of a CCL rupture. So, I don't doubt the symptoms which are being claimed for, were to some extent, considered by the vet in 2019. But, the most persuasive factor for me here is the lack of a definitive diagnosis. The clinical notes relating to the consultations in 2019 show that the vet couldn't carry out a full examination and, therefore, couldn't say with any certainty what the problem was. I don't think it's fair to conclude that a note made by a vet which refers to a CCL rupture as being a possible issue, amongst other possible causes such as muscle injury, is a clinical sign of a CCL rupture.

I think it's important to add, I'm not saying the problem in 2019 could never, under any circumstances, be linked to a CCL issue. What I'm saying is that I haven't seen compelling evidence that it couldn't possibly be something else, like a muscle injury. So, I've applied a balance of probabilities test and, for the reasons set out in my provisional decision, I'm persuaded that it's more likely than not, the issue in 2021 is unrelated to the issue in 2019.

### **Putting things right**

I've taken the view that Covea acted unfairly in declining Mr V's claim for vet fees and for pre-authorisation. So, they should reimburse the fees Mr V has paid and claimed for together with 8% interest per year simple from the date Mr V paid, until the date his claim is settled. Should Mr V decide to pursue the claim for pre-authorisation, Covea should reconsider this claim further, in line with the remaining terms and conditions of the policy. Covea should also pay Mr V compensation of £100 for the upset and inconvenience caused. Covea should provide Mr V with a certificate showing any taxation deducted.

### **My final decision**

My final decision is that I uphold the complaint. Covea Insurance plc must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 25 October 2022.

Paviter Dhaddy  
**Ombudsman**