

The complaint

Ms M complains about decline of a claim under her pet insurance policy with Covea Insurance plc (Covea).

References to Covea include their agents who administer the policy.

Ms M was supported by a representative when making her complaint. References to Ms M include her representative.

What happened

The details of what happened in this case are well-known to both parties, so I'll only summarise the key events here.

Ms M had a pet insurance policy for her dog with Covea. In February 2022 she took her dog to a vet because it had become aggressive. The vet recommended the dog be seen by a behavioural specialist. Ms M contacted the specialist, who said they'd first want to rule out the possibility the aggression was due to neurological issues. Ms M took her dog to a small animal hospital to be assessed, which concluded the dog didn't have a neurological issue. They advised Ms M to go back to the behavioural specialist. The dog had an initial session with the specialist in May 2022 and Ms M submitted a claim for the cost (£300). She also submitted a claim for the vet consultations (December 2021 and February 2022, totalling £129.99) and for the assessment at the small animal hospital (March 2022, £180).

Before taking her dog to the small animal hospital, Ms M contacted Covea to tell them about the position with her dog and ask whether the policy would cover the cost of treatment by the behavioural specialist. Ms M thought Covea confirmed it would be.

Covea considered the claims, requesting further information from Ms M's vet (July 2022). Covea reviewed the information but the following month they declined the claim as they said the dog's behavioural issues didn't fall under the policy's definition of behavioural illness, as there was no evidence of a mental or emotional disorder, illness or disease. Covea also declined the claims from Ms M's vet and the animal hospital.

Unhappy at the time taken to assess her claims and Covea then declining them, Ms M complained to Covea. But they didn't uphold the complaint. In their final response they confirmed their decision to decline the claims, maintaining the dog's behavioural issues didn't fall under the policy definition of behavioural illness. But Covea upheld the complaint about the delays in assessing the complaint and apologised for the delay.

Ms M then complained to this service. She was unhappy at being told by Covea the costs of treatment would be covered under the policy, but for her claims to then be declined. She'd incurred costs from the initial vet consultation, the assessment at the small animal hospital and the initial treatment at the behavioural specialist. She wanted Covea to reimburse the costs they'd incurred (less the policy excess) and to continue funding the treatment from the behavioural specialist (up to the limit in the policy).

Our investigator initially didn't uphold the complaint, concluding the dog's clinical history indicated the behavioural issues had emerged gradually and could have been prevented by training or better socialisation. The policy terms and conditions excluded claims in these circumstances. So, Covea hadn't done anything wrong in declining the claims.

Ms M disagreed with the investigator's conclusions and asked that an ombudsman review the complaint. In disagreeing, she said they'd had two different trainers for her dog prior to the vet, animal hospital and behavioural specialist visits. She also provided a letter from the behavioural specialist, in which they disagreed with Covea's decline of the claim, saying the dog had a behavioural problem and it couldn't have been prevented by training.

Our investigator provided a copy of the letter to Covea, asking if it changed their decision to decline the claim(s). Covea said it didn't, referring to the clinical history which included a recommendation for referral to a behavioural specialist in August 2021. They also referred to the notes from the behavioural specialist from the visit in May 2022, which they said weren't followed up. But they did say they would pay for the cost of the visits to the vet (£129.99); treatment prescribed by the vet (£14); and the assessment at the animal hospital (£180). But not the cost of the behavioural specialist (£300).

Following Covea's response and offer, our investigator reconsidered the complaint. They thought Covea's offer was fair and their view remained unchanged about Covea acting fairly to decline the claim for the cost of the behavioural specialist.

Ms M didn't accept Covea's offer and still disagreed with the investigator's view, saying the dog had received training and socialisation and they'd followed the vet and behavioural advice to have their dog assessed at the animal hospital. And there were also difficulties obtaining an appointment with a behavioural specialist (and long waits for an appointment).

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.

Since making her complaint to this service, Ms M's dog has had to be euthanised due to its anxiety leading it to biting. I know this will have been very distressing for Ms M. My role here is to decide whether Covea has acted fairly towards Ms M.

In considering whether Covea have acted fairly, I've noted that during Ms M's complaint to this service, Covea have offered to pay for the cost of the visits to the vet (£129.99); treatment prescribed by the vet (£14); and the assessment at the animal hospital (£180). But not the cost of the behavioural specialist (£300). Given Covea's offer, I haven't considered these claims further. This means the remaining issue in the complaint for me to consider is whether Covea have acted fairly in declining the claim for the cost of the behavioural specialist (the £300).

Ms M says her dog received training in 2021 and she followed advice in having the dog assessed at the animal hospital (to rule out a neurological cause of the dog's aggressive behaviour). And there were then difficulties obtaining a behavioural specialist appointment (which didn't take place until May 2022). Covea say they declined the claim fairly in accordance with the policy terms and conditions, as the dog's behavioural issues didn't fall under the policy's definition of behavioural illness (something that could not have been prevented by training, socialisation or medical intervention).

In considering both views, given Covea declined the claim because they say the dog's behavioural issues didn't fall under the policy's definition of behavioural illness, I've looked at the policy terms and conditions. First, the policy defines 'behavioural illness' as:

“Any change(s) to your pet's normal behaviour that is caused by a mental or emotional disorder that could not have been prevented by training, socialisation or medical intervention, caused by the environment in which your pet is kept or caused by how your pet has been handled by you, your family or the person looking after your pet.”

Linked to this, the policy lists those veterinary fees that are covered and those that are not covered. The latter, under a heading “*What we will not pay*” includes:

“10. The cost of any treatment for a behavioural illness that:

- a) Could have been prevented by training, socialisation or medical intervention, or*
- b) Caused by the environment in which your pet is kept, or*
- c) Caused by how your pet has been handled by you, your family or the person looking after your pet.”*

From this wording, the first element is key. Having said this, I've noted some reference in the report from the behavioural specialist (included as part of the claim) that mentions the dog's anxiety in the context of its environment immediately after it was born. However, given this pre-dates the key dates in the case, I've concentrated on the first aspect.

Looking at the clinical notes for the dog, there is reference to its behaviour in August 2021 (when behavioural training was recommended by the vet) and again in December 2021 (when the same recommendation was made). Ms M has provided information and evidence of some training following the August 2021 visit (and evidence of training previously, in March 2021). The nature of the training after the August 2021 suggests it was more in a group situation, although there's also some indication of 1:1 contact (in the behavioural specialist's report mentioned above). So, while this indicates some training after the August 2021 recommendation, I don't think it could be considered behavioural specialist in nature.

After December 2021, the dog was seen again by the vet in February 2022. At that point the clinical notes indicate no neurological deficit, but a referral for a neurological assessment was recommended. That was subsequently carried out at the animal hospital the following month. The report from the animal hospital indicated the dog's issues were likely behavioural (not neurological). At which point, Ms M sought to make an appointment with the behavioural specialist (which took place at the end of May 2022). While I can understand what Ms M says about the difficulty obtaining an appointment with a behavioural specialist and the long lead times, it does mean that apart from the training in September 2021, the dog didn't receive specific behavioural specialist attention until May 2022.

While the first element of the policy term set out above doesn't specifically mention treatment by a behavioural specialist, given this was recommended by the vet in August 2021 (and again in December 2021), I think it would be reasonable to conclude the term would include behavioural specialist engagement. Given the timeline set out above, I've also concluded it was reasonable for Covea to decline the claim for the behavioural specialist cost.

My final decision

Covea Insurance plc have already made an offer to pay Ms M the cost of the visits to the vet (£129.99); treatment prescribed by the vet (£14); and the assessment at the animal hospital

(£180). This would, as appropriate, be subject to any applicable policy excess. I think this offer is fair in all the circumstances.

So my decision is that Covea Insurance plc should pay £323.99 (less any applicable policy excess, as appropriate).

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 6 July 2023.

Paul King
Ombudsman