

The complaint

Mr R has complained that Covea Insurance plc (Covea) has declined his claim for immunotherapy for his pet dog and has also said it won't provide any further cover for treatment for allergies.

What happened

Mr R has a pet dog, who I'll refer to as "Z" who he acquired in March 2020 when Z was two months old. Mr R insured Z with Covea with effect from 21 March 2020.

On 14 February 2022, Mr R contacted Covea to discuss making a claim for immunotherapy that had been recommended as a treatment for R. R had for some time been receiving various treatments for allergies but none of the treatments had satisfactorily addressed R's skin problems which seemed to be particularly affecting his ears.

Covea says that during this call it was explained to Mr R that Immunotherapy wasn't something that was specifically covered by the policy but because R's skin allergies were an ongoing condition, it could look at covering the treatment, but no guarantee was provided that this would be possible, nor did it confirm to Mr R that it accepted liability. It says any such treatment would need to be pre-approved and a pre-authorisation form would need to be completed.

Mr R submitted a claim for immunotherapy treatment for Z on 15 February 2022. Covea referred to Z's previous medical history. It noted that on 2 April 2020, within 14 days of policy inception, the vet's notes state:

"O also reports priritus (sic). According to the pictures, just mild erythema, no other lesions."

Covea rejected Mr R's claim. In its final response letter to Mr R, Covea states that "skin and ear issues" were noted within the first 14 days of policy inception. It referred to the terms of Mr R's policy which states that the policy doesn't provide cover for any illness that starts within the first 14 days of the policy start date, which means:

- *"An illness that showed clinical signs in the first 14 days of your pet's first policy year, or*
- *An illness which is the same as, or has the same diagnosis or clinical signs as an illness that showed clinical signs in the first 14 days of your pet's first policy year, or*
- *An illness that is caused by, relates to, or results from, a clinical sign that was noticed, or an illness that showed clinical signs in the first 14 days of your pet's first policy year, no matter where the illness or clinical signs are noticed or happen in, or on, your pet's body."*

Until he claimed for the cost of immunotherapy treatment, Mr R had claimed successfully from Covea for the cost of treatment Z had received for allergies. But having identified the above exclusion, Covea has said that these claims were met in error. Covea said that it

wouldn't seek to reclaim any monies back from Mr R, but it was unable to settle any further claims for Z's condition going forward.

Mr R argues that the condition for which Z saw the vet on 2 April 2020 was for an infection caused by a parasite, and this was treated and resolved at the time. He's provided the following statement from Z's vet:

"It is correct that [Z] had a brief episode of itchy skin treated on April 7th 2020 but this was likely secondary to fleas. This appears to have resolved entirely and the itchy skin did not start properly until the end of June of that year. It would be extremely unusual for a dog to present with environmental allergies at an age younger than 6 months so I think it highly unlikely that the episode in April was allergic in nature."

As Mr R wasn't satisfied with Covea's rejection of his claim, he brought his complaint to this service. He says he wanted an apology, and for Covea to pay the immunotherapy claim refused in May 2022, and for it to confirm ongoing coverage for allergies. He also asked for proportionate compensation.

Our investigator's view was that Mr R's complaint shouldn't be upheld. He referred to the reference to pruritus and erythema in Z's medical history on 2 April 2020. He considered that these were skin conditions caused by allergies, so immunotherapy, which is used to treat allergies, wouldn't be covered as there is evidence that Z had allergies within 14 days of policy inception. The previous successful claims also shouldn't have been paid.

Mr R doesn't agree with our investigator's view. He argues that Z wasn't treated for allergies in the first 14 days of the policy and that the exclusion shouldn't apply. He maintains that the pruritus and erythema noted on 2 April 2020 were symptoms of the Giardia that Z was being treated for, and that pruritus and erythema are symptoms, and not conditions in themselves. He also says that they are likely to be secondary to fleas and not the allergies that were diagnosed some months later.

Mr R asked that his complaint be referred to an ombudsman, so it was referred to me for a final decision from this service.

I issued a provisional decision as I was proposing to come to a different view to that of our investigator. In response to this, Covea said it wished to refer the matter to an independent vet for their professional opinion. It was asked to provide its response before 26 May 2023.

Covea hasn't provided any further veterinary opinion but has referred me to Z's vet's opinion that *"it would be extremely unusual for a dog to present with environmental allergies at an age younger than 6 months,"* and submitted that did not preclude the possibility that the first signs were seen earlier than six months.

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, and in the absence of any further veterinary opinion from Covea, I'm now issuing my final decision which is to maintain the view expressed in my provisional decision and I'll explain why.

As Covea is seeking to rely upon an exclusion within the policy to decline Mr R's claim, the burden is on it to prove that the exclusion relied upon applies in the circumstances. In its final response to Mr R, Covea says:

"Please be advised that the skin and ear issues were noted within the first 14 days of your policy being incepted with us".

That is factually incorrect. As the policy began on 21 March 2020, the 14-day period thereafter ended on 4 April. There is only one entry in Z's medical records within that period, that being the entry on 2 April when reference is made by Mr R to Z possibly having pruritus, and the vet expressing a view, based on pictures, that it was *"just mild erythema"*. There is no reference to Z's ears.

For Covea's case to succeed, it needs to show evidence that the signs of pruritus or erythema that were noted on 2 April 2020 were clinical signs of the allergies for which Mr R claimed in 2022.

On the balance of probabilities, I didn't consider that Covea had provided sufficient evidence. In coming to that provisional view, I considered the following:

- Pruritus is a medical term for itchiness, which can be caused by a number of things including parasites (eg fleas and ticks), food allergies, seasonal allergies and skin infections. There are therefore a number of other possible causes for Z's presentation in April 2020.
- The 2 April 2022 entry makes no reference to Z's ears, which later become the main area for Z's treatment.
- The vet's notes on 2 April 2020 go on to say *"Plan: Start TMPS to see if parasites are the cause of all clinical signs. If still not eating properly and itchy, will need to see her."* There is no record of any follow up to this in the following months, which suggests that the pruritus or erythema had been addressed.
- Z's vet has said that Z's *"brief episode of itchy skin... was likely secondary to fleas. This appears to have resolved entirely and the itchy skin did not start properly until the end of June of that year. It would be extremely unusual for a dog to present with environmental allergies at an age younger than 6 months so I think it highly unlikely that the episode in April was allergic in nature"*.
- The first mention in Z's medical records to a possible allergy is on 9 September 2020 when a food allergy was thought likely. A skin allergy was first mentioned on 26 October 2020 when pruritus was also noted on her ears, paws and chin.
- Covea hasn't provided any medical evidence of its own to support its position.

My conclusion was that a single reference by Mr R to pruritus on 2 April 2020, which the vet thought more likely to be erythema, was insufficient to prove that this was a sign of allergies which weren't considered as a cause of Z's condition until September 2020. Z's vet had provided her professional opinion that this was likely to be flea related and highly unlikely to be allergic in nature given Z's young age.

As my initial view was that Covea hadn't acted fairly in its rejection of Mr R's claim, I said I was proposing to uphold Mr R's complaint unless I received further information from Covea that persuaded me to the contrary. I also said that I was proposing to require Covea to settle Mr R's claim for Z's immunotherapy treatment unless it could provide a reason why this treatment falls outside the policy terms.

In response to my provisional decision, Covea hasn't provided any further veterinary opinion but has referred me to Z's vet's opinion that *"it would be extremely unusual for a dog to*

present with environmental allergies at an age younger than 6 months,” and submitted that did not preclude the possibility that the first signs were seen at earlier than six months.

Whilst I accept that it is possible that what Z displayed within 14 days of policy inception was a sign of allergies, I have no further medical information from Covea that contradicts the professional opinion provided by Z’s vet. In my view a mere possibility that Z was displaying signs of allergies is insufficient for me to decide that Covea has acted fairly. I consider that the balance of probability is supported by the professional opinion of Z’s vet.

Covea has also not provided any reason why immunotherapy treatment shouldn’t be covered under the terms of the policy.

I’m therefore not persuaded that I should depart from my provisional decision.

My final decision

For the reasons I’ve given above, I’m upholding Mr R’s complaint.

I require Covea Insurance plc to settle Mr R’s claim subject to any other terms and conditions of his policy.

I also require Covea Insurance plc to pay Mr R interest on any sum paid to him at the simple rate of 8% from the date of his claim until payment is made to him.

If Covea Insurance plc considers that it’s required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr R how much it’s taken off. It should also give Mr R a tax deduction certificate if he asks for one so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr R to accept or reject my decision before 16 July 2023.

Nigel Bremner
Ombudsman