

The complaint

Ms U complains about Covea Insurance plc's decision to turn down her pet insurance claim.

What happened

Ms U holds pet insurance with Covea which covers her dog. The policy was taken out on 24 April 2023, and doesn't cover pre-existing conditions.

In June 2023 Ms U made a claim after her dog experienced gastrointestinal issues. Covea turned down the claim, as it thought her dog had suffered from the same symptoms before the policy started, and was therefore pre-existing. Unhappy with this, Ms U brought a complaint to the Financial Ombudsman.

Our investigator recommended the complaint be upheld. She said Ms U's dog hadn't been experiencing any problems at the time the policy was taken out, and the vet had no concerns. She recommended Covea pay the claim, plus interest.

I issued a provisional decision on 31 January 2024. Here's what I said:

'The policy covers treatment for illness, but excludes treatment for a pre-existing condition. This is defined in the policy as:

'An injury that happened or an illness that first showed clinical signs before your pet's cover started, 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 your pet had before its cover started, or

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...'

I've considered the vet's notes.

In August 2021, Ms U's dog had an episode of diarrhoea, and had been vomiting on a daily basis for a week. She hadn't eaten for four days, and wasn't drinking water.

In June 2022, the dog was noted to have bad breath. The vet said there was a history of a sensitive tummy, but all was ok at that time. The vet said there was no obvious cause for the bad breath.

In July 2022, Ms U took her dog to the vet as she was concerned the dog wasn't eating properly. The vet noted the dog had had an episode of vomiting. It was recommended the dog have a hypoallergenic or gastrointestinal diet, and was given medication for stomach acid. The dog was referred for an ultrasound scan which took place in September 2022, and the dog's abdomen was normal. Ms U made a claim with her insurance company for the investigations into her dog not eating.

The policy with Covea then started in April 2023.

On 25 May 2023, the vet's notes say that Ms U's dog hadn't eaten for five to six days. Also, diarrhoea had begun around four days earlier, and she was vomiting roughly twice an hour. For the treatment plan, the vet said that given the repeat gastrointestinal issues, they needed to start considering an underlying food allergy/chronic pathology. The notes also refer to chronic gastrointestinal flare ups.

On 31 May 2023, the vet's notes say the dog had a long history of vomiting and diarrhoea.

After Covea turned down the claim, the vet said the dog had undergone an abdominal ultrasound previously, and the conclusion of the specialist was that the gastrointestinal system and abdomen looked healthy with no problems. They said that breed was well known for their sensitive tummies, but this doesn't necessarily mean it's a medical issue. They said from the medical notes there's nothing that can be considered a pre-existing issue.

I've taken into account the vet's opinion. However, crucially for me, the vet's notes in May 2023 were made only a month after the policy started, and these said that Ms U's dog had experienced repeat gastrointestinal issues. There was also reference to a long history of vomiting and diarrhoea, and chronic gastrointestinal flare ups. All of this suggests the dog's symptoms were long-standing.

I appreciate Ms U's dog hadn't received a diagnosis. However, her dog had experienced the same clinical signs that led to the claim before the policy started. Ms U was aware of this and had claimed under a previous insurance policy for the same issue the previous year. I also note it was recommended that the dog have a hypoallergenic or gastrointestinal diet at that time, which would suggest there was an underlying issue rather than it being a one-off event of sickness.

Overall, I think it was reasonable for Covea to say the dog's gastrointestinal issues were pre-existing and to turn down the claim.'

I asked both parties if they wished to provide any further comments before I made a final decision.

Ms U responded with the following main points:

- Linking previous incidents where the dog didn't feel well is not correct. Her dog had investigations carried out and wasn't diagnosed with any gastrointestinal disease.
- Having this on the dog's insurance history will cause problems when Ms U renews the policy.
- If the dog develops a gastrointestinal problem in the future, no insurance will cover treatment because of my decision.
- She would like Covea to remove that the dog has a gastrointestinal problem from her health history.

Covea responded to say it didn't have any further comments.

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.

Ms U says that linking previous incidents where her dog didn't feel well isn't correct. I explained in my provisional decision why I was persuaded that the dog's symptoms which led to the claim were experienced before the policy was taken out. The vet referred to there

being repeat gastrointestinal issues, and chronic gastrointestinal flare ups. This is supported by the dog's medical history before the policy started.

I do appreciate Ms U's point that her dog underwent investigations before the policy started, and didn't receive a diagnosis. Though it remains the case that her dog had a history of vomiting and diarrhoea (the vet referred to this as being a long history), and so I think it was reasonable for Covea to say the dog had experienced the same clinical signs that led to the claim before the policy started.

I understand Ms U is concerned about the impact of Covea's decision on the dog's future treatment, and on future renewals of insurance cover. Nonetheless, I remain of the opinion it was appropriate for Covea to turn down the claim as this was in line with the policy terms.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms U to accept or reject my decision before 13 March 2024.

Chantelle Hurn-Ryan
Ombudsman