

The complaint

The estate of the late Mr B is unhappy that Covea Insurance plc unfairly declined a claim on his pet insurance policy.

What happened

The late Mr B's dog, whom I'll refer to as T, was covered by an insurance policy with Covea from 5 July 2020.

Between February 2021 and November 2022 T was treated by the vet for retching. Mr B claimed for the cost of this from Covea.

Having reviewed T's medical history, Covea said according to the vet's notes T was seen with a "*long tongue*" on 14 January 2020. It also noted that on 20 July 2020 the vet had reported that T had a history of "*tongue issues*" which involved "*gagging and trouble swallowing*". The vet thought at the time a possible diagnosis was macroglossia, a medical term for an abnormally large tongue. Covea said the policy didn't cover pre-existing conditions and as T had been seen with the same symptoms before the policy started, it declined the claim.

Mr B brought his complaint to this service. I issued a provisional decision explaining why I wasn't minded to uphold the complaint. An extract from my provisional findings is set out below:

*"In order to decline the claim, Covea has relied upon the exclusion for "Any **pre-existing illness or injury, illness within the first 14 days or injury within the first 48 hours.**" A "pre-existing condition" is defined in the policy as:*

*"Any **illness or injury** that:*

- happened or first showed **clinical signs**; or,*
- has the same diagnosis or **clinical signs** as an **injury, illness or clinical signs your pet** had; or*
- is caused by, relates to, or results from, an **injury, illness or clinical signs your pet** had;*
*before the start date of **your policy** or within the first 48 hours for **injuries** and first 14 days for **illnesses**, of the start date of **your policy**; no matter where the **illness or clinical signs** appear, are notified or happen in, or on, **your pet's** body".*

*"Clinical signs" are defined as "Any changes in **your pet's** normal health, bodily functions or behaviour".*

The late Mr B's vet says she was asked at a health check in January 2020 about T's tongue but she couldn't find anything wrong. So I don't think there is sufficient evidence to say that T had tongue issues at that time.

However, on 20 July 2020 (that is, 16 days after the policy started) the vet's notes mention "History – tongue issues – O [owner] says occ [occasional] gagging and trouble swallowing".

The reference to “History” suggests to me that these clinical signs had appeared more than two days previously. That means these clinical signs had probably appeared either before the start date of the policy or at least within the first 14 days of the policy.

In February and July 2021 T was reported to the vet as still gagging.

In July 2022 T was sent for a CT scan because according to the referral she was “gagging, dribbling mucous, drooling saliva, retching”. The vet wanted to know whether the large tongue was causing the symptoms and whether there were signs of oesophagitis.

I’m sorry to disappoint Mr B but taking everything into consideration, I’m minded to say that Covea fairly declined the claim in line with the policy terms. I say that because I think it’s more likely than not that T displayed the same clinical signs within or before the first 14 days of the policy as the ones she was treated for in the period covered by Mr B’s claim.”

Very sadly Mr B has since passed away. Mrs B, one of the executors of Mr B’s estate, told us that her late husband had spent a great deal of time collating and double-checking dates as he had been convinced Covea had treated him unfairly.

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.

As Mr B’s executors aren’t as familiar with the case as the late Mr B was, I’ve looked again at the points he made when he first brought his complaint to us.

He didn’t think it was fair for Covea to rely on a casual observation to the vet in January 2020 that T’s tongue sometimes popped out of her mouth and stayed out. In my provisional findings I agreed that was insufficient evidence for Covea to rely on.

The other main point made by the late Mr B was that T was suspected of suffering from acid reflux and/or oesophagitis rather than anything connected with her tongue. Again that is correct and T wasn’t diagnosed as having either of those related conditions before the policy started or within 14 days after it started. But the policy also refers to “*clinical signs*” and the vet’s notes imply that T had been gagging within the first 14 days of the policy if not earlier. Then T received the treatment claimed for because she was still gagging. So I think it was fair for Covea to take the view that the treatment was for a change in T’s health that had most probably been noticed within the first 14 days of the policy.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask the estate of Mr B to accept or reject my decision before 11 June 2024.

Elizabeth Grant
Ombudsman