

The complaint

Mr B complains that Covea Insurance plc rejected a claim on his pet insurance policy.

Where I refer to Covea, this includes its agents and claims handlers acting on its behalf.

What happened

Mr B made a claim on his policy when his cat fell from the flat where he lives and suffered injuries to its paws. He provided details of the incident including his cat's usual behaviour of going in and out onto a neighbouring roof but always returning by 11pm. On this occasion, his cat had fallen.

Covea declined the claim because it said Mr B was in breach of a condition in the policy to take reasonable steps to prevent injury. It said it was reasonable to suggest that by allowing his cat access to a rooftop where they might fall, an injury was more likely to occur and Mr B hadn't taken appropriate measures to prevent the injury.

Mr B complained but Covea didn't change its decision, so he referred the complaint to this Service.

Our investigator said it wasn't fair to reject the claim, because

- Although there was a significant drop, it wasn't unreasonable for Mr B to leave his window open; cats are by nature climbers and will jump from one place to another.
- Other windows in Mr B's flat could lead to a greater risk; the window in question leads directly to the neighbouring rooftop.
- His cat jumped a small distance from one ledge to another, which is reasonable behaviour from a cat regardless of the height beneath them.

Covea disagreed and provided further comments. It has referred to the risk of cats falling from a height, says the height of Mr B's flat meant there was a high risk, and referred to guidance about how to prevent this happening. Covea says Mr B could have taken reasonable steps to prevent or reduce the risk of injury either by keeping the window closed or using barriers to prevent his cat getting out.

The investigator considered the further comments but didn't change their view. So I need to make a 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly. They should support their customers in making use of their policy and should not unreasonably reject a claim.

The policy provides cover for treatment costs but Covea rejected the claim because it said Mr B breached a condition in the policy. This condition says

“Throughout the policy year you must take all reasonable steps to maintain your pets health and to prevent injury, illness and loss.”

As Covea is relying on a breach of condition to reject the claim, the onus is on Covea to show there has been a breach and that it's fair to rely on this.

Covea says Mr B breached this condition because there was a clear risk and he failed to take reasonable steps to deal with this.

Mr B's cat was used to going in and out through the window and had done this regularly. I think it's reasonable to expect a cat to behave in this way – it's normal behaviour for cats to climb and jump onto walls and fences. I don't think it was unreasonable for Mr B to leave his window open or for a cat to jump across the relatively short distance to the nearby roof. Cats by nature are climbers and will often jump from one place to another, regardless of height. There are other similar risks for cats, such as busy roads, and the only way to avoid such risks entirely would be to keep his cat indoors all the time.

To fairly reject the claim, Covea would need to show Mr B acted in a way which amounted to recklessness, because he recognised a risk and failed to take adequate measures to prevent this. For the reasons given, I don't think the risk was such that Mr B should have been required to keep his cat indoors.

Covea says the fact something hasn't happened before does not mean it couldn't happen and has referred to decisions on other complaints about this. Even if that's the case, I need to make my decision on the basis of the facts of this case. Mr B's cat had come and gone without incident, and was behaving in a way cats normally behave, so I don't think it was unreasonable for Mr B to allow this to happen.

If Covea is concerned about the risk of pets falling from windows in flats and doesn't want to take on that risk it could address that, for example with a specific exclusion.

As a result of the claim being declined, Mr B had to find the money to pay a large vet's bill, causing him financial difficulty, and he was caused distress at a time that was already very upsetting for him. It's fair that he should be compensated for this.

My final decision

I uphold the complaint and direct Covea Insurance plc to

- reconsider the claim without taking into account the condition it relied on and in line with the remaining policy terms and conditions; and
- pay compensation of £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 October 2024.

Peter Whiteley
Ombudsman