

The complaint

Mrs C complains Covea Insurance plc has unfairly declined a claim made on her pet insurance policy.

Any reference to Covea includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties. And as they've been set out previously by the Investigator, I won't repeat them here. Instead, I will focus on the reasons for my 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, support a policyholder to make a claim, and not unreasonably reject a claim.

Mrs C has a pet insurance policy for her dog, "Y", which she took out on 14 March 2022. Ten days later, Y was seen by her vet. The medical notes say: *"R elbow unable to flex; degenerative joint disease?"* In April 2022, Y's vet discussed imaging owing to Y being *"sore in flexion of left shoulder"* and having *"slight left shoulder muscle atrophy"*. Following x-rays, in June 2022 the vet confirmed Y had arthritis in her right elbow.

Mrs C later made a claim for treatment Y received for "arthritis" between February 2024 and March 2024, but Covea declined it saying there wasn't cover for conditions which started in the first 14-days of cover. And it said it wouldn't be able to provide cover for arthritis for the duration of the policy. So, I have to decide if its decision was fair.

The policy provides cover for vet's fees but there are some exclusions. Relevant to this complaint is an exclusion for any illness that starts in the first 14-days of cover.

"What we will not pay for Section 1A and Section 1B", the policy says:

4. Any treatment or complementary treatment for an illness which starts in the first 14 days of cover [...]"

The exclusion is clearly set out and isn't unusual – most pet insurance policies have an exclusion like this. So, if the claim is for something that was present in the first 14 days of the policy, it's excluded. It's for Covea to show the exclusion applies.

Based on the medical notes, I'm satisfied it was fair for Covea to say Y's condition was present during the first 14 days of cover. I say this because during the waiting period the vet recorded Y was unable to flex her elbow and noted *"degenerative joint disorder?"*. At the same time, anti-inflammatory and pain relief medicine was prescribed, and Mrs C was advised to return in 1-2 weeks for Y to be reviewed. Whilst Mrs C has said Y most likely

wasn't able to flex her elbow because she's not compliant with examinations, I'm not persuaded the medical notes support this. Instead, the vet has noted "*degenerative joint disease*" as a possible cause of Y's soreness in the first 14 days of the policy.

Y's vet has said that as arthritis wasn't officially diagnosed until June 2022 – outside the 14-day waiting period – it's not fair for Covea to rely on the 14-day waiting period exclusion. But the policy doesn't require a diagnosis to have been made in the first 14 days for the exclusion to apply.

Rather, it says: "*An illness that showed clinical signs in the first 14 days of your pet's first policy term, 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 term [...]'*" isn't covered.

Mrs C has said she didn't know it was arthritis at the time, but I'm satisfied she was aware there was a problem as she was taking Y to the vets to be seen. In any event, based on the medical notes, I'm satisfied it's reasonable for Covea to have concluded Y was showing clinical signs of arthritis during the first 14 days of cover. And I therefore consider its decision to decline the claim and apply the exclusion to be fair.

Mrs C has mentioned that previous claims for arthritis have been covered. It's not clear if she's referring to Covea covering claims or a different insurer. But, even if she means Covea, that doesn't mean she's entitled to cover for this particular claim given clinical symptoms were clearly noted in the first 14 days of cover. If Covea has paid claims it shouldn't have, that doesn't alter the outcome of this claim.

If claims were paid by a previous insurer, and some of this treatment dates back to when that insurer was on cover, Mrs C may wish to contact that insurer.

Whilst I sympathise with Mrs C's situation, I'm satisfied Covea's decision to decline the claim was both in line with the policy terms and fair and reasonable in the circumstances of this complaint. My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 13 March 2025.

Nicola Beakhust
Ombudsman