

The complaint

Miss C's complaint is about a claim she made on her Covea Insurance plc pet insurance policy, which was declined.

Miss C says Covea treated her unfairly.

What happened

Miss C made a claim on her Covea pet insurance policy, which Covea considered and then declined. They said the condition Miss C was claiming for was pre-existing and was therefore not covered under the policy. In particular, Covea said that in order for the condition to stop being pre-existing Miss C would need to show:

- her pet had no clinical signs or symptoms of the condition
- she had not consulted a vet with respect to the condition
- her pet had not received treatment for, or in connection with the condition
- it is not a chronic in nature
- it is no longer known or observed by Miss C.

Covea took the view that as the pet was taking urinary food and supplements following a previous urinary problem in 2022, the condition was continuing to be known to Miss C and the pet was still receiving treatment for it for 19 months. Covea said that this was supported by the vet's current advice to resume the supplements and urinary diet and which also suggested the condition was chronic in nature and required ongoing management.

Our investigator considered Miss C's complaint but didn't uphold it. Miss C did not agree so the matter was passed to me to determine.

In February 2025 I issued a provisional decision in which I said:

"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, I uphold Miss C's complaint.

In reaching my conclusions I've taken account of the policy terms referred to by Covea in their final response letter which I've set out in the background above. In determining Miss C's complaint, I've thought about each and every exception that applies to whether her pet's condition should still have been considered pre-existing when she made her present claim to Covea which was declined.

It's true that Miss C's pet had experienced two different episodes of urinary blockages in January and March 2022. The episode that Miss C is claiming for which is the subject of this present complaint was on 5 April 2024, 25 months after her pet was recorded as having urinary problems. The clinical notes show that in 2022 Miss C's pet was prescribed a supplement intended to support the pet's bladder health and recommendations were made in relation to its diet to assist it going forward. Other recommendations were also made,

namely for the pet to lose weight and for Miss C to consider ways to reduce stress to the pet.

Miss C says she took the decision to keep giving her pet the urinary supplements and a urinary diet in the 18 months that followed the March 2022 episode but these were preventative measures to ensure the problem didn't happen again. She also says that her pet was free and clear of symptoms during this time and didn't present with anything that resembled the condition. It wasn't until April 2024 that her pet began experiencing problems with its bladder again.

Covea have suggested the problems with her pet's bladder were a chronic condition. But I don't agree. The policy states:

"For a condition to be chronic it does not have to happen more than once. For a condition to be chronic in nature it would need to be diagnosed with an illness or disease that has no cure or for an injury to cause permanent damage to a bone or soft tissue structure."

There's no evidence in this case that Miss C's pet had a condition that has no cure nor that it caused permanent damage to the pet's bone or soft tissue structure. Rather the evidence from the clinical notes suggests that the condition itself seemed to be stress related and therefore would occur following episodes of this. This appears to be supported by the vet's reference to the necessity to reduce stress and Miss C's contention that the episodes surfaced during difficult times, such as when she travelled abroad and when she moved house, both of which had an impact on her pet.

Turning now to whether the pet had received treatment for or in connection with the condition. "Treatment" is defined by the policy as:

"Any examination, consultation, advice, tests, x-rays, medication, surgery, hospitalisation, nursing and care provided by either a veterinary practice or vet recommended complementary therapist."

I accept that the pet had been being given the urinary supplement and a urinary diet until 6 months before its latest episode, but from what I've seen that was Miss C's choice to administer this as a preventative measure rather than a form of treatment, given her pet had experienced such distressing episodes of urinary blockages on the previous two occasions. The administering of these didn't amount to any form of "treatment" as defined by the policy. And although I can see that one of these actions followed the recommendations of her vet in relation to the March 2022 episode by administering a urinary diet, I don't think this means that "treatment" had been prescribed for or in connection to the condition. Rather it seems to me that Miss C was providing preventative support for her pet of her own volition. Certainly I can't see that the urinary supplement had been prescribed or even advised to be taken long term by the vet. Miss C says she discontinued the supplement and diet 6 months before her pet became ill again to provide her it with a more varied diet and to stop the monotony of taking these supplements and not for any other reason. I agree in the circumstances that the pet was not therefore receiving "treatment".

Turning now to whether the condition was no longer known or observed in her Miss C's pet over the 24-month period her pet had to be symptom free; I don't agree with the findings of the investigator. It is of course impossible for Miss C to "unknow" her pet had urinary blockages in January and March 2022. What's key here is what her knowledge was during the 24-month period. The investigator thought that Miss C choosing to administer the urinary supplement and urinary diet up to 6 months before her claim was made was evidence that there were signs that the condition was still present and required treatment. But I don't think that assumption can reasonably be made without some other evidence to support that.

Miss C says her pet was symptom free. She stopped administering the supplements and diet for reasons I find entirely plausible. And given the evidence is that the supplements themselves did not prevent her pet from becoming ill with the urinary blockages on two occasions, I accept that they weren't used to treat it. As such I can't conclude that there was some problem Miss C was effectively keeping at bay with these supplements. And given the supplements and urinary diet were simply intended to be supportive of the pet's urinary health, I can quite understand why there came a point where Miss C decided to discontinue this. There would have no doubt have been ongoing cost implications of doing this and it was of course up to Miss C how she wanted to support her pet's urinary health. Discontinuing the supplements and the diet alone doesn't to my mind lead to the conclusion that she knew there was a problem in her pet before that time.

Putting things right

For the reasons set out above, I don't think it was reasonable for Covea to reach the conclusion that the condition was pre-existing. As such they should now pay Miss C's claim in accordance with the remaining policy terms as well as interest at 8% per year simple from the time the claim was made, until it is paid out."

I asked both parties for any further comments or evidence in response to my provisional findings. Miss C has responded but Covea have not. Miss C says she accepts my provisional decision and has nothing further to add.

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 I remain of the view that Miss C's complaint should be upheld in the same way and for the same reasons set out in my provisional decision.

Given Miss C's acceptance of my provisional findings and in the absence of anything further from Covea, I have no reason to conclude those findings were wrong or should be altered in any way.

Putting things right

Covea should now pay Miss C's claim in accordance with the remaining policy terms as well as interest at 8% per year simple from the time the claim was made, until it is paid out.

My final decision

For the reasons set out above, I uphold Miss C's complaint against Covea Insurance plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 17 March 2025.

Lale Hussein-Venn
Ombudsman