

## The complaint

Mr C is unhappy with what Covea Insurance plc did after he made claims on his lifetime pet insurance policy.

## What happened

Mr C took out pet insurance with Covea in April 2022 for a dog (E) he'd recently rehomed. In 2024 he claimed on his policy for costs associated with treating E for diarrhoea (which his vet said was caused by a vitamin B12 deficiency). Covea turned down the claim. It said the policy didn't cover pre-existing conditions. In this case the vet's notes showed E was allergic to grain and had been kept on a grain free diet prior to being rehomed. Although a B12 deficiency had been identified this was commonly secondary to a medical issue such as chronic diarrhoea. It thought E's dietary sensitivities were the cause of that. As this was something Mr C was aware of prior to taking out his policy it declined his claim.

Our investigator didn't agree the claim had been correctly turned down. He didn't think the evidence showed E had a grain allergy. He thought the most likely cause of the diarrhoea was the vitamin B12 deficiency which shared the same symptoms as gastric upset. He said Covea should cover Mr C's claim in line with the policy limits and pay 8% simple interest on the settlement amount. He also thought there had been delay by Covea in progressing the claim. To recognise the impact of that on Mr C he said Covea should pay him £250.

Covea didn't agree. It highlighted points it had previously made and thought the vet's notes (including an entry in May 2022) showed E had ongoing gastric issues. And while the vet had now diagnosed those, that didn't mean these were separate incidents. Our investigator still wasn't persuaded Covea had shown the exclusion for pre-existing conditions applied. It didn't provide any further comments. So I need to reach a final 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 rules and industry guidelines say Covea has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked at the terms and conditions of Mr C's policy. It covers *"The cost of veterinary fees for the veterinary treatment (including dental treatment) your pet has received during the policy term to treat an illness or injury up to the maximum benefit as detailed on your Schedule of Insurance"*.

However, it doesn't cover *"Any treatment or complementary treatment for a pre-existing condition"*. And it defines a pre-existing condition as:

*"An injury, illness, disease, clinical sign, condition or behavioural illness that:*

- Happened or first showed the clinical signs before your pet's cover started, or*

- *Is the same as, or has the same diagnosis or clinical signs as an injury, illness, clinical sign, condition or behavioural illness your pet had before it's cover started, or*
- *Is caused by, relates to, or results from, an injury, illness, clinical sign, condition or behavioural illness your pet had before your pet's cover started, or*
- *Is known to have occurred and/or has been observed by you before your pet's cover started, no matter where it occurred or was noticed in, or on, your pet's body."*

Covea believes that exclusion applies here. It says the costs for the treatment of the diarrhoea relate to something E had prior to the policy being taken out; a grain allergy. And in support of that it's relied on notes from Mr C's vet from May 2022. They say:

*"BIOP [Been in owner's possession] 3 months - rehomed from an older couple. Prev kept on tranquilisers? wandering dog - raw. Added kibble. OR [owner reports] allergic to grain free – kept on GF before O rehomed her. Adv grain is uncommon allergen and would be better to have a diet with grain. O to try non-GF treats to see response".*

In my view those notes are confusing as to whether Mr C was reporting E was allergic to grain or to a grain free diet. However, he says while he did have E on a grain free diet that was because his previous dog (which was the same breed) had been on that diet. In any case I think it's clear from the notes the vet didn't make any diagnosis of a grain allergy; they say that would be uncommon and recommend Mr C reintroduce grain to E's diet as that would be better for her.

However, at a subsequent visit to the vet in August 2022 the notes do say *"has d+ [diarrhoea] with grain"*. There's then a further reference to an episode of diarrhoea in August 2023 though no cause of that is identified. Following on from that there are no further episodes of diarrhoea recorded until April 2024. And Mr C reported at that time what appears to be a change from previous episodes. He said E had *"been asking out to defaecate a lot more recently and been having accidents in house"*. So even if E did have a grain allergy (and I think the evidence on that is contradictory and unclear) that suggests the problems from April onwards might in any case be caused by something else.

I think that's supported by the further comments Mr C's vet made. When they contacted Covea in September 2024 they said *"On the most recent blood testing, [E] has been diagnosed with a vitamin B12 / cobalamin deficiency as a cause of intermittent diarrhoea. Although [E] may have concurrent dietary sensitivities, this current condition is separate and requires treatment with supplementation of B12 to resolve"*. That clearly suggests the more recent episodes of diarrhoea weren't related to other dietary issues that might affect E.

Covea then sought further information from the vet as it believed a B12 deficiency was often a consequence of chronic gastrointestinal issues. In response the vet agreed the deficiency *"can sometimes be caused by chronic GI conditions"*. But they said *"there is no way to confirm whether, in [E's] case, this is a new condition or if it is related to her previous issues with diarrhoea"*. I appreciate that further comment is less definitive than the previous view from the vet. However, the vet also said E's *"clinical signs have improved since treatment for this lack of B12"*. That would also lend to support to a conclusion that the problems from April 2024 onwards were caused by the vitamin B12 deficiency rather than any previous grain allergy impacting E.

Nevertheless, I accept it's possible there is a link between the diarrhoea which forms the subject of this claim and issues which impacted E prior to the policy being taken out. However, the test isn't whether a connection can't be ruled out. That's because as Covea is seeking to rely on a policy exclusion the onus is on it show, on balance, it applies.

Covea hasn't provided any veterinary evidence of its own; the only available evidence is from Mr C's vet. They didn't confirm any link between the cause of the previous diarrhoea

and the episodes which relate to this claim. And Covea didn't make any further arguments in response to the additional points our investigator made explaining his position on the complaint. Having reviewed the policy terms and all of the available evidence I don't think Covea has shown, on balance, that the conditions are the same or that there's a link between them. As a result, I don't think it's shown the exclusion for pre-existing conditions applies and I don't think it's correctly declined this claim.

I also agree there were issues with its handling of the claim. It took longer than it should have done to progress this. And Covea accepted it didn't clearly explain why it requested information from Mr C. He's explained to us what a difficult time this was for him and the challenges he had in deciding on the next steps with E's treatment while the outcome of his claim remained unresolved. Taking all of that into account I agree Covea should pay Mr C £250 to recognise the impact of that on him (inclusive of £100 it already agreed to pay).

### **Putting things right**

Covea will need to pay Mr C's claim subject to the relevant policy limits and any applicable excess. If Mr C has already paid his vet for the treatment costs it will also need to pay him interest at 8% simple on any amounts covered by his policy from the date he made those payments until the date of settlement. And it will also need to pay him a total of £250.

If Covea considers that it's required by HM Revenue & Customs to deduct income tax from that interest award, it should tell Mr C how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

I've decided to uphold this complaint. Covea Insurance plc will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 April 2025.

James Park  
**Ombudsman**