

The complaint

Miss D's complaint is about a claim she made on her Covea Insurance plc pet insurance policy.

Miss D says Covea treated her unfairly.

What happened

Miss D took out lifetime cover pet insurance policy, underwritten by Covea. In April 2024 she made a claim on the policy for the diagnosis and treatment of intervertebral disc extrusion.

Covea didn't respond to the claim for some considerable period of time despite Miss D chasing them on several occasions. In September 2024 Covea said they weren't prepared to cover Miss D's claim because they determined that her pet's clinical notes showed it had displayed aggressive tendencies and as such cover wasn't available under the policy. They did however acknowledge that they should have responded to Miss D's claim far sooner and that they hadn't communicated the claim had been rejected when they should have. They apologised for this and offered her £50 in compensation.

Our investigator considered Miss D's complaint and concluded it should be upheld. Covea did not agree. They said Miss D had misrepresented the position in relation to her pet's aggressive tendencies when she took out the policy and that they were entitled to take the course of action they had by declining the claim. Because of this the matter has been passed to me to determine.

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 starting point is the policy terms. They say:

"We will not provide cover for your pet under this policy in any circumstance if:

6. Your pet has displayed aggressive behaviour and/or shown any adverse behavioural or aggressive tendencies which have been noted by you, the breeder, veterinary practice, rehoming organisation or any previous owner(s)."

"Aggressive behaviour" is defined as "Your pet has shown any of the following behaviour(s): Attempted to bite any human or animal, has bitten any human or animal and/or killed/attacked any human or animal."

"Aggressive tendencies" are defined as "Your dog has shown any signs of the following behaviour(s): Territorial aggression, protective or guarding, fear aggression, defensive aggression, social aggression, frustrated or elicited aggression, redirected aggression, predatory aggression, dominance aggression, attempted to bite any human or animal, has bitten any human or animal, has chased any human or animal."

Covea rely on the following entries in the pet's clinical notes which they say support that it has displayed both aggressive behaviour and aggressive tendencies, as defined:

"22/12/2022 Very nervous today, not letting me assess properly, tunning but not really biting."

"04/05/2023 tried to clip dew claw but (pet) was get quite stressed and snappy."

"15/05/2023 PE limited due to behavior...Tried to explore ears but very snappy; no able to explore them properly;"

"22/06/2023 In for cuddle visit. Was fine taking treats and letting me touch paws. Had clipper and paw in same hand and he was fine with me. Approaching and giving paw without being asked at time. O then held paw and as I approached with clippers in hand he moved towards me, bit my hand and then lunged snarling. Said to o strongly reccommend Dennise as he is fine then suddenly reacts. He was too quick for me to notice any signs - hadn't got close to paw before he reacted. O going to think about this as agrees these visits may not be working for him."

"06/10/2023 ears - inflammed and waxy, cant examine as going for me - same at home, does not trust O has become v suspicious o says."

I've reviewed these notes and considered what Miss D has said about her pet. She has provided evidence to support that her pet is playful and sociable and likes children and says that he is calm and loving at home. She's also explained that her pet became nervous and anxious at vet visits following a negative experience during the pandemic where he had to be given a stomach injection and Miss D was not allowed to be present. She said that he has since exhibited anxiety when attending the vet which has been alleviated by the vet prescribing him medication to manage this. Miss D has made the point that her pet did not exhibit nervousness or anxiety at the vet prior to the appointment she refers to during the pandemic. So, she's satisfied that the changes to the pet's behaviour cited by Covea are as a result of that experience.

It's clear to me that the pet's behaviour on the instances Covea have cited do fall within the literal meaning of the exclusion I've referred to. But when determining whether Covea were entitled to apply that exclusion I need to consider whether it was fair and reasonable for them to do so. Given what Miss D says and the fact that the pet's clinical history seems to support her account, I'm satisfied that the aggressive tendencies and aggressive behaviour only seems to have been demonstrated when the pet is being examined by the vet. The account Miss D has given about the pet's negative experience does in my view support that this behaviour is limited to the context of the veterinary surgery based on an experience that caused it anxiety. So, I don't think that it was fair for Covea to apply the exclusion in the way that they have because the behaviour appears to be very specific to being examined by a vet and usually when the pet is being treated for something, which is likely to cause discomfort.

I appreciate that one of the notes records that the pet is *"same at home, does not trust O has become v suspicious o says"* but that appears to be in relation to the examination of an inflamed ear and not in the context of its behaviour more generally. So, I can quite understand why the pet might object to its ear being examined in those circumstances, particularly when it is in discomfort. I appreciate that Covea might consider this statement refers to the pet's behaviour generally, but I don't think the clinical notes are clear enough to support that and from what I've seen, this can't be clarified with the treating vet because the evidence I have seen is that they have now left the veterinary practice. Because of this I think Covea should not have turned down Miss D's claim, particularly now that Miss D has

found ways to manage this specific behaviour at the veterinary practice with medication.

Turning now to Covea's position that Miss D misrepresented her position when taking out the cover. Covea made this assertion in response to the investigator's view and long after they responded to Miss D's complaint. They didn't however turn down her claim on this basis and or take any action consistent with a qualifying misrepresentation. So, I don't think it's appropriate for them to rely on this now. If Covea later determine that Miss D misrepresented the position to them when taking out cover, that will be the subject of a new complaint. But for the reasons I've set out within this decision, I think it's likely we would consider that unreasonable particularly given the pet's behaviour being described here is limited to very specific circumstances for very specific reasons that we would consider justifiable and now in any event appear to be under control.

Putting things right

Covea should pay Miss D:

- the claim, subject to the remaining policy terms
- interest at 8% per year simple 4 weeks from when she made the claim, until it is paid.
- compensation in the sum of £200 in addition to the £50 already offered by Covea to account for the significant delays in dealing with her claim as well as their failures to respond to Miss D's various follow ups, which have caused her both stress, frustration and inconvenience.

My final decision

For the reasons set out above, I uphold Miss D's complaint against Covea Insurance plc and direct them to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 10 April 2025.

Lale Hussein-Venn
Ombudsman