

The complaint

Mrs B is unhappy with how Covea Insurance plc (“Covea”) has settled 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 our Investigator has detailed what happened in their view, I won’t repeat it 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.

Covea accepted Mrs B’s claim for treatment her dog (“Y”) received for a fracture – including x-rays and surgery – both of which required Y to be anaesthetised. But it has said it won’t cover the cost of a probiotic given during the x-ray because it was given to prevent a flare up of Y’s pancreatitis – it wasn’t to treat the fracture.

Mrs B disagrees saying probiotics are given for various reasons when an anaesthesia is required and so, it should be covered as part of the treatment costs for the fracture.

So, I need to decide whether Covea’s decision to consider the probiotic as separate to the fracture claim was both in line with the policy terms and fair and reasonable in the particular circumstances.

Before reaching its decision, Covea contacted Y’s veterinary practice and asked the treating veterinary surgeon to confirm the reason for the probiotic support and how it relates to the fracture claim. The practice replied saying:

“Vet answer: The probiotic is technically for pancreatitis so not for the orthopaedic issue.”

As the vet has said the probiotic was “*technically for pancreatitis*”, I consider it reasonable for Covea to consider it separate to the fracture treatment. I accept it may have been given to prevent a flare up of pancreatitis (which could arise as a result of stress from the fracture treatment), but on balance, I’m satisfied Covea has shown the probiotic was for pancreatitis, not the fracture. Particularly as the vet hasn’t, for example, said the probiotic would have been given regardless of Y’s pancreatitis. Instead, the vet’s answer strongly suggests it was given to manage the pancreatitis. So, I’m satisfied Covea has reasonably concluded the cost for the probiotic should be separated from the cost for the fracture treatment.

I acknowledge Mrs B's concerns about whether this statement came from the treating vet - because the email was authored by a different member of staff. But as it says, "*vet answer*", I'm satisfied, in the absence of persuasive evidence to the contrary, that it more than likely came from the treating vet or an equivalent, and it, therefore, was reasonable for Covea to rely on it when making its decision.

Mrs B has said Covea covered one probiotic treatment but refused another, which she says is unfair. However, I've looked at the invoices and can see there wasn't a charge for the probiotic given during Y's surgery, meaning there wasn't a cost to query. Covea only queried the probiotic given during the x-ray because this incurred a charge and was submitted as part of the claim. So, I'm not persuaded Covea had agreed to cover one probiotic cost and then refused another. Rather, there was only ever one probiotic cost to consider.

I've explained above why I'm satisfied Covea has acted reasonably by saying the probiotic was for Y's pancreatitis, not the fracture – and in turn separated the treatment costs for these. However, I don't consider Covea to have acted fairly by recording a separate claim for pancreatitis given Mrs B didn't make a claim for pancreatitis and has made it clear she doesn't want to. So, Covea should remove the claim record for pancreatitis.

Covea paid £50 compensation to recognise delays which occurred whilst it was handling Mrs B's claim. Our investigator thought this was fair. In response, Mrs B said she hadn't complained to our Service about delays and didn't know why it was being considered. Our service, however, takes a holistic approach when reviewing complaints. So, for completeness, I have considered it too. But I haven't seen anything to persuade me the compensation should be increased.

My final decision

My final decision is I uphold this complaint and direct Covea Insurance Plc to:

- Remove the claim record for pancreatitis.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 24 April 2025.

Nicola Beakhust
Ombudsman