

## The complaint

Ms K's complaint is about a claim she made on her Covea Insurance plc ('Covea') pet insurance policy, which Covea declined.

Ms K says Covea treated her unfairly and wants them to pay her ongoing claims for her pet.

## What happened

In March 2023 Ms K took out a lifetime pet insurance policy for a rescue dog she'd adopted. The policy was underwritten by a different insurer at the time. Her pet developed allergic atopic dermatitis which was noted as itchy skin by her vet in April 2023. The insurer at the time accepted Ms K's claim in relation to the diagnosis and treatment of this condition as well as the ongoing costs of medication.

In 2024 Covea took over as the underwriter of the policy Ms K had renewed. When Ms K put in a claim for continuing medication and treatment for her pet in July 2024, Covea declined to cover this. They reviewed her pet's clinical notes and took the view that the pet had shown signs or symptoms of the allergic atopic dermatitis it was diagnosed with later within the first 14 days of the policy being in place. In particular, Covea said the pet had exhibited itchy skin, particularly its feet, which Ms K was treating with Malaseb (a shampoo intended to treat skin conditions) within the first 14 days of cover.

Ms K says Covea's stance is unfair. Her previous insurer had accepted her claim and paid it on an ongoing basis. She says the only change here is Covea taking on cover which shouldn't mean her claim was turned down. She also says her pet was a rescue dog and she didn't know what the problem was in the first 14 days of the policy being in place. Ms K says her pet could easily have had fleas or mites so she treated it with a prescription shampoo she already had at home which was prescribed for another pet.

Our investigator considered Ms K's complaint and concluded it should be upheld. Covea doesn't agree so the matter has been passed to me to determine.

In March 2025 I issued a provisional decision in which I said the following:

*"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 don't uphold Ms K's complaint. I'll explain why.*

*The starting point is the policy terms. They don't provide cover for an illness which starts in the first 14 days of cover. The policy expands on this, setting out that an illness that showed clinical signs in the first 14 days of the pet's first policy term or has the same clinical signs or is caused by or relates to the clinical signs noticed within the first 14 days, are not covered.*

*Illness is defined as "Any change(s) from a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities your pet was born with or were passed on by its parents and cannot have been caused by an injury."*

*Clinical signs are defined as “Changes in your pets normal healthy state, its bodily functions or behaviour which are caused by an injury, illness, disease or behavioural illness.”*

*I can see from the pet’s clinical notes that Ms K’s pet was exhibiting itchy skin particularly on its feet within 14 days of the policy starting. I say so because the clinical notes record that on the 15th day of cover Ms K was noted to have tried a few products including Malaseb. That to my mind indicates that treatment was administered over a course of at least a few days and certainly within the 14-day period in response to the pet itching. An insurance claim was submitted to the insurer at the time in April 2023 for skin issues. I’m not certain when the diagnosis of allergic atopic dermatitis was made but from what I’ve seen there is nothing to differentiate the itching skin that was reported to the vet on the 15th day after cover started from the eventual diagnosis and treatment of it. So, I’m satisfied that the pet was exhibiting clinical signs during the first 14 days of cover and that there ought not to have been cover available for this under the policy.*

*That said the original underwriter of Ms K’s pet insurance policy accepted the claim and paid it initially and for treatment on an ongoing basis. Ms K says they paid out five claims for this condition and it was only when Covea came on cover for the same policy that they declined to cover the problem. I appreciate why Ms K feels Covea’s stance is unfair given her earlier claims were accepted. But I don’t think that this means Covea had to continue paying claims that should not have been accepted. Ms K has in my view benefited from cover that wasn’t available to her earlier. And had her previous insurer acted as they should have, the claim would have been turned down and Ms K would not have been offered any cover at all. So, although I can understand why she feels that Covea have treated her unfairly, I don’t think she’s any worse off than she would have been had the previous insurer considered her claim correctly under the policy terms.*

*Ms K has also made the point that she had no knowledge within the first 14 days of the policy that her pet had allergic atopic dermatitis until her vet confirmed this on the 15th day after cover started. Like I’ve said, I’m not sure when this diagnosis was- the initial claim to Covea records the problem as itchy skin. I can see that claim was made in April, following Ms K’s visit on the 15th day of cover. Whether Ms K knew what the symptom of itchy skin was at that time versus when it was diagnosed as allergic atopic dermatitis makes no difference to my mind. I say so because it’s clear that Ms K knew there was a problem with her pet within the first 14 days of cover such that it would amount to a clinical sign, as defined. Because of this, I don’t think her complaint should be upheld.*

*I understand my decision will be disappointing for Ms K, but I hope I’ve provided her with a thorough explanation of why her complaint should not be upheld.”*

I asked both parties to provide me with any further comments or evidence they wanted me to consider in response to my provisional decision.

Ms K has responded but Covea has not. Ms K has said that she doesn’t agree with my findings and that she feels her complaint should be upheld. In particular she doesn’t accept her pet was showing clinical signs of atopic allergic dermatitis as this was diagnosed after the inception of the policy. Ms K also says that she disagrees with my assumption that treatment had been tried for days prior to the 15<sup>th</sup> day after cover began. Finally Ms K says that it is apparent that numerous complaints are received by the Financial Ombudsman Service against Covea and that they will do anything possible to avoid paying out genuine claims.

## **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 Ms K's complaint should not be upheld. Whilst I appreciate the points Ms K has made, these are essentially a repetition of those made initially in support of her complaint against Covea which I took into account when reaching my provisional findings. So, they don't change my view of it. I appreciate that Mr K's position is that treatment had not been tried for her pet before the 15th day of cover began but the evidence I have seen makes clear that a few products have been tried on her pet's skin to relieve the itching including Malaseb before that date, so I'm not persuaded by this.

I can understand why Ms K would be disappointed, particularly given the investigator upheld her complaint initially but for the reasons I've explained, I don't agree with that outcome. And although complaints are made against a variety of financial businesses to the Financial Ombudsman Service, this isn't evidence in itself that businesses like Covea wrongly decline claims. It's not within my remit to consider a business' general behaviour in any event but rather to look at individual complaints and in Ms K's case, I don't think Covea have done anything wrong, such that they need to put things right.

## **My final decision**

For the reasons set out within my provisional decision and above, I don't uphold Ms K's complaint against Covea Insurance plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 23 May 2025.

Lale Hussein-Venn  
**Ombudsman**