

The complaint

Mrs T's complaint is about a claim she made on her Covea Insurance plc pet insurance policy, which Covea declined.

Mrs T says Covea treated her unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my 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.

Having done so, I agree with the conclusions reached by the investigator and uphold Mrs T's complaint for the following reasons:

- The starting point is the policy terms. They don't provide cover for pre-existing condition which are defined 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, bilateral 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."*
- The policy started in March 2024. In September 2024 the pet suffered a urinary blockage. It needed to be sedated and have urinary stones removed. Covea say that as the pet's clinical notes record it had difficulty urinating in June 2023, this is a pre-existing condition and therefore the claim is not covered.
- I've thought about what Covea have said, but the onus is on them to establish the exclusion they're relying on is, on balance, applicable here. I'm not satisfied that they've been able to successfully establish that in this case. As the investigator said, problems with urination could be due to a variety of reasons in pets like Mrs T's. In June 2023 the clinical notes recorded a possible diagnosis of cystitis and problems with urinating. Medication was prescribed for this, and Mrs T was told that if there was no improvement further investigations would be required. Given Mrs T didn't take her pet back to the vet for this reason, it's reasonable to conclude that the problem was resolved. But possible cystitis is not the same thing as the pet suffering from a blockage caused by stones. And there is nothing in its clinical notes to support that this happened before cover was in place.
- Covea say the pet's appointment notes in September 2024 record that it was *"Previously registered at another practice. Had some lower urinary signs then but was passing stones then, so no tx was started."* I appreciate what the appointment notes say here but they would most likely have been taken by a receptionist and not a veterinary surgeon.

And if I were to accept them to be accurate, I would also expect the previous clinical notes from the other practice that Covea have provided to support what they say. But there's nothing in those notes to support that the pet was passing stones previously. So, despite that reference, Covea haven't evidenced anything to show that this was the case- rather they suspect it, which isn't enough for me to say that they have established an exclusion applies in this case. In the absence of that, I can't say that Covea were entitled to turn down Mrs T's claim.

- Covea are aware that urinary problems can be caused by different illness and given the gap in time of 14 months between the possible cystitis and the problem the pet suffered from in September 2024, I can't say the condition is on balance, pre-existing. As such Covea did something wrong here and need to do more to put things right.
- Mrs T said that she was left having to borrow money to pay her vet's fees and has made submissions about the stress and inconvenience caused to her as a result of Covea's declinature of her claim. I've considered what she's said and directed an appropriate award of compensation below which is commensurate with awards we'd make in similar circumstances.

Putting things right

Covea should pay Mrs T:

- Her claim in line with the remaining policy terms.
- Interest at 8% per year simple on the sum payable by Covea, from the time Mrs T paid her vet, until she is reimbursed.
- £100 in compensation for the stress and inconvenience caused by their actions.

My final decision

For the reasons set out above, I uphold Mrs T's complaint against Covea Insurance plc and direct them to comply with my award of fair compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 8 December 2025.

Lale Hussein-Venn
Ombudsman