

#### The complaint

Mr T's complaint is about a claim he made on his Covea Insurance plc pet insurance policy.

Mr T says Covea treated him unfairly.

## What happened

Mr T had the benefit of lifetime cover in place. In November 2024 the underwriter of his policy changed to Covea at renewal of the policy.

In advance of the cover changing, Mr T sought confirmation from his existing insurer about whether any problems with his pet's anxiety (for which Mr T was trialling chemical castration at the time) would be considered under the veterinary fees section of the policy, for which which had a limit of £3,000 worth of cover at the time. His existing insurer provided assurances that this would be the case.

In January 2025 Mr T's pet was referred to a veterinary behaviouralist as the problems with its anxiety hadn't resolved. That vet concluded the pet had Generalised Anxiety Disorder and recommended a behavioural modification plan. Following this Mr T made a claim on his Covea policy for the he'd incurred in respect of this.

Covea declined the claim on the basis that behavioural illnesses are excluded by the policy and the pet's behavioural problems appeared to be caused by the chemical castration which was an elective procedure and therefore excluded by the cover.

Our investigator considered Mr T's complaint and concluded it should be upheld. She said the condition being claimed for wasn't excluded because it was an illness that was covered by the policy. As part of the redress she recommended, Covea pay the claim and determine the relevant part of the policy it falls under themselves. She also thought Covea should pay Mr T interest and £100 in compensation.

Covea did not agree so the matter was passed to me to determine.

I issued a provisional decision in which I said:

"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 uphold Mr T's complaint but for different reasons to those set out by the investigator. I'll explain why.

The starting point is the policy terms. They exclude "the cost of behavioural therapy unless the behavioural illness is caused as a direct result of an insured condition occurring during the policy term."

"Behavioural illness" is defined as "Any change(s) to your pet's normal behaviour that is caused by a mental or emotional disorder that could not have been prevented by training,

socialisation or medical intervention, caused by the environment in which your pet is kept or caused by how your pet has been handled by you, your family or the person looking after your pet."

I think the diagnosis of Generalised Anxiety Disorder and the symptoms Mr T's pet was experiencing does, likely in this case, fall within the definition of behavioural illness to the extent that it caused by a mental or emotional disorder of some kind. I can't however tell whether it would/could have been prevented by training, socialisation or medical intervention caused by the pet's environment or how it has been handled based on the limited information I have. But I don't think this means Covea were entitled to decline Mr T's claim in the way they did.

Covea argue that as no claims have been paid by Mr T's previous insurer there has been no prejudice to Mr T in their declining his claim in this case as he's never had a claim covered for this problem before, so no precedent has been set. But I don't think that means he wasn't entitled to rely on the promise of lifetime cover he was given, if any changes to that cover weren't made clear to him.

I've looked at the information sent to Mr T at renewal. There is nothing in that which makes clear that claims for behavioural illness would no longer be covered. And it's clear from the pet's clinical history that this was something Mr T was trialling treatment for in the previous policy year, so it would have been important to him. This is supported by the fact that Mr T sought confirmation from his existing underwriter that he would still be provided with cover for the problems his pet was experiencing after he was notified of a change of underwriter. In light of that, and the fact that the change in cover wasn't highlighted to him, I don't think it's fair for Covea to now rely on the exclusion they have to deny him ongoing cover for this problem. It makes no difference whether Mr T made a claim on the previous policy for this issue. He was exploring options to treat the problem at that point and given the option he tried did not resolve things, I think it's unfair to now deny him cover when the change in terms was not made clear to him.

I turn now to Covea's suggestion that the problems the pet was experiencing was caused by the chemical castration rather than the General Anxiety Disorder it was later diagnosed with. It's true that the policy doesn't provide cover for complications arising out of elective treatments, but the evidence I have seen in this case does not support that this was the root of the problem here. A letter from the pet's vet dated 12 May 2025 sets out that the chemical castration was carried out to understand if this would mean the pet would become less reactive. Despite this persistent reactivity was recorded well beyond temporary deterioration which could occur within the early weeks of treatment. The vet goes on to say that:

"By 14 weeks post implant it cannot be expected that any further improvement of behavioral signs would be attributed to the implant. It would be also advised that surgical castration would also not be expected to result in bahavioural improvement if (the chemical castration) is considered to be ineffective."

In light of this and given the pet's symptoms were ongoing before and after this treatment was attempted, I'm not satisfied that Covea have shown the claim is excluded because it is caused by complications from an elective treatment.

Mr T wants his claim to be considered under the veterinary section of the policy rather than the complimentary therapy section. I can see this was important to him as he raised the issue with his previous insurer when he was told Covea would be the underwriter following renewal. Covea say that any claims for behaviour fall within the complementary treatment section of the policy which offers £500 worth of cover per policy year versus £3,000 for veterinary fees. They say this is because it entails the instruction of a behaviourist as defined

within their policy terms. I don't agree. The policy terms define "Complementary treatment" as:

"The cost of any examination, consultation, advice, test and legally prescribed medication for the following procedures, where they treat an illness or injury and are recommended by your vet.

- 1. Acupuncture and homeopathy carried out by, and herbal medicine prescribed by, a veterinary practice.
- 2. Chiropractic manipulation carried out by a veterinary practice or a qualified animal chiropractor from our approved list of specialists, who is a member of the McTimoney Chiropractic Association or the International Association of Animal Therapists (UK).
- 3. Hydrotherapy carried out:
  - (a) In a pool which has full Canine Hydrotherapy Association membership, or
  - (b) By a veterinary practice, providing the hydrotherapy is carried out in a pool they own
- 4. Osteopathy carried out by a veterinary practice or a qualified animal osteopath who is a member of the International Association of Animal Therapists (UK) and on our list of approved specialists."

There is no reference at all to behaviourists costs falling within complementary cover. Conversely the policy defines "Veterinary Treatment" as:

"The cost of the following when required to treat an illness, injury, clinical sign or behavioural illness:

- Any examination, consultation, advice, test, x-ray, surgery and nursing carried out by a vet, a veterinary nurse or another member of the veterinary practice under the supervision of a vet, and
- Any medication legally prescribed by a vet. This includes physiotherapy (not including hydrotherapy) carried out by a veterinary practice or a physiotherapist and treatment of a behavioural illness carried out by a veterinary practice or a behaviourist."

In light of that I think it's clear that the costs claimed by Mr T fall under the Veterinary Treatment section of cover and should be treated as such. When reaching this conclusion, I'm mindful that Covea have said Mr T hasn't complied with the policy terms by seeking a certified clinical animal behaviourist or a member of the Association of Pet Behaviour Counsellors or Canine and Feline Behaviour Association. I find this puzzling given Covea's stance that the claim is excluded. Covea also haven't sought to ascertain whether Mr T's pet's behaviourist complies with the policy's requirements either as far as I can see. But I don't think that matters. My view is that Covea didn't make the change in terms clear to Mr T and as such isn't entitled to rely on this condition.

Given the stance Covea has taken in this claim and the nature of the replies it provided to Mr T, I am satisfied that he would have been caused both frustration and inconvenience. He was left without cover when he reasonably believed he would be able to claim at a time when his pet required ongoing treatment. This would have been stressful for him. I've set out what I think Covea should pay him to adequately compensate him for this below.

### Putting things right

Covea should pay:

- Mr T's claim and any ongoing claims for the treatment of General Anxiety
   Disorder subject to any applicable policy excess and limits under the Veterinary
   Treatment section of cover.
- interest at 8% per year simple on any veterinary costs Mr T has had to pay himself, from the time they were paid, until he is reimbursed.

compensation of £150 for the stress and inconvenience caused to Mr T."

I asked both parties to provide me with any further comments or evidence for me to consider in response to my provisional findings. Both parties have now responded. Mr T has accepted my provisional decision, but Covea has not. They have referred to another similar complaint in which they feel the Financial Ombudsman Service made a decision in their favour.

#### 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 Mr T's complaint should be upheld in the same way and for the same reasons set out within my provisional decision.

I have considered what Covea have said however we determine each complaint based on their own facts and in this case, I've explained why it was fair and reasonable for Covea to pay Mr T's claim in his circumstances. In particular I've referred to deficiencies in the information provided to Mr T when Covea took over as underwriters of his lifetime policy on the question of the cover he had in place. I've also made clear that there was nothing in that information which made clear that claims for behavioural illness would no longer be covered and that this was something that would have been important to him given the pet's clinical history and the fact that he was trialling treatment for it in the previous policy year. Those are very specific facts and differentiate this complaint from others.

Equally the 'decision' that Covea refers to is an investigator's view rather than an Ombudsman's decision so is open to challenge.

In light of the above, I've seen nothing to support that the findings reached in my provisional decision are wrong. As such I direct Covea to put things right as I have set out below.

#### **Putting things right**

Covea should pay:

- Mr T's claim and any ongoing claims for the treatment of General Anxiety
  Disorder subject to any applicable policy excess and limits under the Veterinary
  Treatment section of cover.
- interest at 8% per year simple on any veterinary costs Mr T has had to pay himself, from the time they were paid, until he is reimbursed.

compensation of £150 for the stress and inconvenience caused to Mr T.

# My final decision

I uphold Mr T's complaint against Covea Insurance plc and direct them to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 13 November 2025.

Lale Hussein-Venn **Ombudsman**