

The complaint

Mr D's complaint is about a claim he made on his Covea Insurance plc ('Covea') pet insurance policy, which was declined. Following this, Covea cancelled his policy and treated it as if it never existed.

Mr D says Covea treated him unfairly.

What happened

I issued a provisional decision in respect of Mr D's complaint 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'll be departing from the conclusions reached by the investigator and not upholding Mr D's complaint. Before I explain why, I wish to acknowledge the submissions made by both parties and their strength of feeling. Whilst I've read everything they've said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service.

These are the reasons for my decision.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer. And if a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation. CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

Covea thinks Mr D failed to take reasonable care not to make a misrepresentation when he didn't declare that his dog was a cross breed when asked if it was a Staffordshire Bull Terrier at the point he purchased the policy. I've listened to the call Mr D had with Covea when he took out the policy. He starts the call explaining he has a Staffordshire Bull Terrier and discloses its medical history. The Covea representative later asks him "Is it a Staffordshire Bull Terrier that you have?" Mr D confirms that is correct. There is no discussion about whether the dog is a pure breed or cross breed. Covea say that the question asked was clear enough to have allowed Mr D to qualify whether the dog was a cross breed rather than one particular breed. In contrast Mr D says he was never asked about whether his dog was a pure breed or a cross breed. I've thought about this and I'm more persuaded by what Covea says. I say so because at no point did Mr D lead the representative to believe that the dog was anything other than a pure breed. Referring to his dog as a Staffordshire Bull Terrier to my mind implies that this is the breed of the dog and

not that there was a possibility it had been crossed with another breed. I think this was misleading. Mr D was aware his dog was not a pure breed when he took out the policy. This is evidenced by his registering it as a potential XL Bully for a Certificate of Exemption before the insurance was taken out. Mr D has also referred repeatedly in this complaint to not knowing the paternal parentage of the dog. In addition, it is clear from his previous insurance policy that he had then declared the dog as a cross breed. And whilst Mr D says this is because he was asked a clear question about the breed, I don't think he needed to be asked specifically in this case whether his dog was a cross breed. Covea's question about the dog's breed was in my view sufficient to support that he was being asked if his dog was entirely that breed and not a cross breed. And given Mr D knew his dog was likely a cross breed, I would have expected him to explain this rather than refer to his dog simply as a Staffordshire Bull Terrier.

When Mr D received his insurance documents he would have seen his dog had been listed as only a Staffordshire Bull Terrier and not a cross breed as noted in his previous insurance policy. The documents he received stressed the importance of checking all of the details contained within it were correct. As such Mr D ought to have been aware that he was under a duty to provide material evidence. And he was specifically prompted to do so when he took out the policy when he was asked about the breed of his dog. Taking everything I have said above into account, my judgment is that Mr D knew (or should have known) that Covea would have wanted to be told about the fact that his dog was a cross breed, whether or not he was unaware of what other breed it was crossed with.

Had Mr D declared his dog was a cross breed, I think it's likely that Covea would have questioned what other breed it was crossed with. From what he's said, Mr D does not know for certain what breed of dog his pet was crossed with but he did receive advice from his vet to support registering his dog for an exemption pursuant to the Dangerous Dogs Act 1991 on the basis that its features and size could align with an XL Bully when fully grown. I would have expected Mr D to disclose this information to Covea in response to further questions about the pet's potential breed, which were likely to have been made if he had told them it was a cross breed. If he had done so, they would have requested a DNA test in accordance with their policy terms and underwriting criteria at a cost to Mr D. Covea have asked him to do in response to his complaint to help confirm the breed of the pet after they discovered it was a cross breed. Mr D has declined this. Given his unwillingness to obtain a DNA test now at his own cost, I think it's also likely that he would not have obtained one at the point of cover engaging either. As such Mr D would not have been offered cover at all because the potential for his pet being classified as one of the breeds excluded by the policy would have remained unknown and the dog was ultimately registered as an XL bully under the exemption Mr D obtained, irrespective of whether that was accurate. Covea have made it clear that they would not have offered cover in those circumstances. This is consistent with their underwriting criteria.

In this case I'm satisfied that Mr D's misrepresentation was a qualifying one. Covea have said Mr D's misrepresentation was careless. As I've said above, I think it's likely that if Mr D had declared the correct information about his pet in response to a question about its breed, Covea would have asked him to pay for a DNA test. And given he is likely to have declined that I don't think they would have offered insurance at all. This means that Covea were entitled to avoid the policy and refuse all claims, but they needed to return the policy premiums. That's what they have done here. I think that's reasonable in the circumstances, and I don't think Covea did anything wrong. For those reasons, it makes no difference what Mr D's pet was ultimately crossed with nor why he obtained the exemption certificate. Even if his pet is not part XL bully, his refusal to fund a DNA test would have led to cover not being offered in the first place. So, I can't say that Covea acted unreasonably."

I asked both parties to provide me with any further comments or evidence for me to

consider. Covea have not responded but Mr D has. He doesn't agree with my provisional findings. In summary he says the following:

- CIDRA does not require consumers to anticipate what additional information an insurer might have wanted or volunteer information that was not clearly requested.
- He was not asked if his pet was a pedigree, pure breed or cross breed. No clarification was sought about this during the call with Covea or thereafter. He answered all questions asked of him accurately and fully.
- He disagrees that referring to his pet as a Staffordshire Bull Terrier implies it is a pure breed or a pedigree.
- A clear question was not asked of him about his pet's breed.
- Different insurers ask different questions and assess risk differently. He was asked by his previous insurer about whether his pet was a mixed breed but not by Covea.
- His policy documents do not list his pet as a pure breed or a pedigree nor highlight that the classification of his pet had any underwriting significance.
- My suggestion that Covea would have asked for a DNA test based on the pet being a mixed breed, and that Mr D would have declined this, is speculative. This assumption is not grounded in evidence.
- The exemption certificate itself does not confirm his pet's breed but rather its "breed type".
- My conclusions are based on a higher standard of disclosure imposed retrospectively.

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 D's complaint should not be upheld for the same reasons set out in my provisional findings.

I appreciate that Mr D is disappointed with the conclusions I have reached and feels that I have applied a higher standard to what was required of him than our investigator. But as he will appreciate, we operate a two-stage process with an Ombudsman's decision being the final stage in that process. And although I understand why he feels this way, I don't think it's right that I've imposed a higher standard of disclosure on him. I explained in my provisional findings that my view was that referring to your pet as a particular breed and confirming the same was correct when asked by an insurer, when in fact the pet was potentially a cross breed, did in my view amount to Mr D providing misleading information. Mr D was well aware his pet might have been a cross breed but at no point qualified this was the case. And given his confirmation of the pet's breed, I wouldn't have reasonably expected Covea to question him further.

I appreciate what Mr D says about no questions being asked about his pet being a pure breed or a pedigree. The two are not the same. A pure breed is an animal whose parents are of the same breed. A pedigree refers to a documented and registered family tree of a purebred animal, confirming multiple generations of the same breed. I wouldn't expect an insurer to ask about the difference between the two and whether they applied to Mr D's pet. The issue here is the pet's breed and that is the information that Mr D volunteered and then was later asked to confirm. By telling Covea his pet was a Staffordshire Bull Terrier I am satisfied that this meant that this was unequivocally the breed of the animal when Mr D was very clearly aware this was not necessarily correct.

I note what Mr D says about his previous insurer asking a different question about his pet.

Mr D hasn't evidenced this. Whilst his previous policy did list his pet as being a cross breed, I don't know how this information was provided or what questions it was provided in response to. Whatever the case Mr D was in my view given ample opportunity both during the sale of the policy and thereafter, when his insurance schedule and policy arrived, to check the information he had given was right, when this was not the case on the question of his pet's breed. The fact that his previous policy listed his pet differently in my view supports that he ought to have noticed the information in this policy was inaccurate.

Mr D has made the point that he could not have known that declaring the pet's breed wrongly had any underwriting significance. I don't agree. The policy Insurance Product Information Document makes clear *that "You must answer any questions accurately and with reasonable care in relation to this insurance. If the answers you provide are not accurate, this may result in your claim being reduced, rejected or your policy being cancelled without refund."* The Certificate of Insurance lists the pet's breed specifically as a Staffordshire Bull Terrier which was not necessarily correct. In addition, the policy itself sets out excluded breeds, which include the possible breed Mr D's pet might have been crossed with. Taken together I think he ought to have known that his pet being potentially crossed with an XL Bully was something he should have declared when giving information about his pet's breed, or failing that, when checking if the information he gave, which was recorded in the policy documents sent to him, was correct.

I turn now to Mr D's submission that my findings are speculative in relation to what would have happened, had he given Covea the correct information about his pet's breed. My findings are based on the policy terms and Mr D's position when Covea sought to regularise the position. The policy terms set out that if a pet's breed is different to what is detailed on a Certificate of Insurance or if the information held about a breed is incorrect, Covea may ask for a DNA test at the policyholder's own cost, if the breed can't otherwise be evidenced. Covea did this but Mr D refused. My conclusions are therefore based on what did happen in this case and are that is, in my view, persuasive evidence of what on balance would have unfolded here had Mr D provided the correct information to start with.

Finally, I note Mr D says the exemption certificate itself does not confirm his pet's breed but rather its "breed type". I don't think this makes much difference in the circumstances. The fact is that he thought his pet could well grow into an XL Bully and that is why he registered it for an exemption. This was something that should have been declared to Covea when he took out the insurance and I would have reasonably expected this information to come to light had Mr D not told them his pet was simply a Staffordshire Bull Terrier.

My final decision

For the reasons set out above, I don't uphold Mr D's complaint against Covea Insurance plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 March 2026.

Lale Hussein-Venn
Ombudsman