

## **The complaint**

Mrs P complains that Royal & Sun Alliance Insurance Limited (RSA) declined her claim for treatment required by her two cats, under her pet insurance policy.

## **What happened**

In April 2023 Mrs P says she made three claims to RSA for the treatment of severe gingivitis for her two cats. It declined to pay any of the claims. Mrs P says gingivitis is a bacterial infection that is relatively easy to treat. Her cats have recovered fully after each previous treatment, which is recorded in their clinical records. She says RSA told her that it declined her claims because her cats have chronic recurrent gingivitis.

Mrs P says her vet doesn't recognise this disease and this isn't excluded under her policy. She didn't think it was fair for RSA to decline her claims, so she complained to the business.

In its final complaint response RSA says gingivitis was noticed before the policy started, which meant it was considered a pre-existing condition.

Mrs P didn't agree and referred the matter to our service. Our investigator upheld her complaint. She says Mrs P's cats were seen in February 2021. The clinical records don't mention gingivitis at this visit and the cover with RSA didn't begin until two months later in April.

As there were no exclusions for gingivitis our investigator didn't think it was fair for RSA to decline the claims. She says the online information its vet provided doesn't support its view that the condition can't be cured or reset. Our investigator thought RSA should settle the claims and pay 8% simple interest on the amount Mrs P had paid for the treatment.

RSA agreed to settle the claim for one of Mrs P's cats but not both. It says the clinical records show the need to remove one of the cat's teeth was identified in May 2020. As this was known before the policy inception it wouldn't agree to cover this claim. Our investigator didn't change her view, so RSA asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in October 2023 explaining that I was intending to uphold Mrs P's complaint in part. Here's what I said:

### *provisional findings*

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*My intention is to uphold Mrs P's complaint in part. Let me explain.*

*RSA has agreed to pay the claims for Mrs P's cat, I'll refer to as cat A. This includes 8% simple interest on the treatment costs she's already paid. So, I needn't consider this aspect*

of her complaint further. However, RSA only agreed to this after our service became involved. This is why I'm upholding Mrs P's complaint in part.

I've thought about the claim submitted by Mrs P for treatment for her other cat, which I'll refer to as cat B. She submitted a claim for treatment carried out on 21 March 2022. I've read the clinical records from this date, which say:

*"Admitted for senior dental*

*Procedure: both upper canines extracted, both roots infected and severe gingivitis  
Stable throughout procedure and recovery"*

RSA says cat B received treatment in May 2020, prior to the policy incepting. At this time the need to remove cat B's upper canines was identified. The clinical record from this treatment says:

*"extractions 308 and 408 - both teeth caudal roots came out intact but front roots appear resorbed as unable to identify any roots as such - upper canines will require extraction in near future but felt better to get inflammation under control first.."*

*This information shows that the treatment in March 2022 was to remove cat B's upper canine teeth. However, RSA correctly pointed out that this was identified by Mrs P's vet back in May 2020, prior to the inception of her policy. This means treatment was provided for a pre-existing issue. This is the reason RSA gave in its complaint response for declining cover.*

*Mrs P's policy terms say:*

*"What is not covered*

*We will not pay for:*

- Any changes that you or your vet notice in your pet's health or behaviour before this policy starts, we will not pay claims for these changes or any illness or injury that develops from these changes."*

*As with most insurance policies RSA's terms exclude cover for anything pre-existing. It's clear from the clinical records that Mrs P's vet identified the need to extract cat B's upper canine teeth in May 2020. This was identified prior to the policy incepting. RSA has provided comments from its in-house vet that says the March 2022 treatment was a continuation of the 2020 issue.*

*I've considered Mrs P's argument about gingivitis not being an "ongoing illness". She points out that the clinical records show cat B attended the vets on 11 February 2021. The record says, "teeth ok, no gingivitis or ulcers at the moment". This was also prior to the policy incepting. I understand her argument. But the need to extract cat B's upper canines was clearly identified in May 2020. This is the exact same treatment that was carried out in March 2022.*

*Having considered the evidence I'm more persuaded by RSA's vet's comments that this was a continuation of the issue identified in 2020.*

*In these circumstances I don't think RSA treated Mrs P unfairly by relying on its policy terms to decline her claim for cat B's treatment. As already agreed RSA should pay the cost of the treatment for cat A plus 8% simple interest. If it hasn't already. But I can't reasonably ask it to do more.*

I said I was intending to uphold this complaint in part and RSA should:

- pay the cost of cat A's treatment plus 8% simple interest (if it hasn't already), from the date Mrs P paid the invoice until payment is made.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

RSA responded to say it had nothing further to add and that it was happy to accept my provisional findings.

Mrs P responded to say that although she had no further information to submit she would like to add some comments. She says for a condition to be 'continuous', it has to continue. She says the vet in the 2020 report doesn't say why the teeth will need to come out. She says Gingivitis isn't identified in 2021 therefore it doesn't continue from 2020. But that it does cause a severe gum infection, which meant teeth had to come out in 2022.

### **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.

I acknowledge Mrs P's comments that she doesn't think the issue with cat B's teeth was a continuation of the issue identified in 2020. But I disagree. The clinical records from May 2020 clearly show that cat B's upper canines were identified to "*require extraction in [sic] near future*".

Mrs P's policy doesn't cover pre-existing conditions. I think it's clear that the need for the extraction was identified prior to the policy incepting. The extractions were completed in March 2022. This is the exact same procedure that was identified prior to the policy incepting.

As discussed in my provisional decision I think it was fair that RSA decided to cover Mrs P's other cat's treatment. But for the reasons discussed here and in my provisional decision I'm not persuaded that a change to my findings is warranted.

### **My final decision**

My final decision is that I uphold this complaint in part. Royal & Sun Alliance Insurance Limited should:

- pay the cost of cat A's treatment plus 8% simple interest\* (if it hasn't already), from the date Mrs P paid the invoice until payment is made.

\*If RSA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs P how much it's taken off. It should also give her a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 12 December 2023.

Mike Waldron

**Ombudsman**