

The complaint

Mrs W complains about Royal & Sun Alliance Insurance Limited's (RSA) decision to decline a claim under her pet insurance policy.

Any reference to RSA includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised what has happened.

Mrs W has a pet insurance policy which is underwritten by RSA. The policy for her dog – who I'll refer to as Y - started in May 2022. In June 2023, Y was seen by a vet for suspected pyometra and had an emergency spaying operation.

Mrs W made a claim on her policy for the cost of the treatment, but RSA declined it saying the pyometra was a pre-existing condition. It said the pyometra was medically linked to signs and symptoms which were noticed before the policy started. And it referred to the relevant policy exclusion which says:

"We don't pay for health issues, concerns, illnesses and injuries which you or your vet were aware of before you took out the policy, they are known as pre-existing conditions, they are:

- *Signs or symptoms of diagnosed or undiagnosed injuries or illnesses [...]"*

Unhappy with RSA's decision, Mrs W brought a complaint to this Service. An Investigator considered it and upheld the complaint. She said RSA hadn't demonstrated the exclusion applied as the two vets who'd seen Y had provided evidence to say it couldn't be known or shown that the pyometra was linked to previous urinary tract infections (UTIs).

RSA disagreed, saying there were multiple pre-inception episodes of green discharge from Y's vulva, and this is consistent with being from the genital tract rather than a urinary infection. It said the cystic ovary is likely to be the cause of the abnormal genital signs and as a pyometra is the end stage of a progressive hormonal stimulation, the green discharge which had been observed in 2021 and 2022 was consistent with this diagnosis.

The Investigator considered RSA's comments, but it didn't change her mind. Because RSA disagreed, the complaint has been passed to me for an Ombudsman's 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 outcome our Investigator reached – I'll explain why. RSA has a duty to consider claims fairly, promptly and to not unreasonably decline a claim. So, I've thought about this in the context of Mrs W's complaint.

From reading the relevant exclusion, I'm satisfied the policy makes it clear pre-existing conditions won't be covered under the policy. But what needs to be decided is whether it's fair and reasonable for RSA to consider Y's pyometra a pre-existing condition on the basis that there were signs or symptoms of it before the policy started.

To decide this, I've looked at Y's clinical history. I note that in August 2021, October 2021 and July 2022, Y was seen for green vulval discharge. In August 2021, e-coli was found from a vulval swab and Y was treated for vaginitis.

In July 2022, it was thought Y might be having a silent season – due to Mrs W having seen a few small spots of blood. In-between these dates, Y was seen for a suspected urine infection in September 2021.

When Y presented in June 2023, it was noted that there was a “*small amount of cloudy discharge from her vulva*” and Y's vet advised of possible pyometra. Y was then referred for surgery.

Both parties have provided expert evidence to support their position. So, I've considered this to decide whether it's reasonable for RSA to link the pyometra to the green vulval discharge which was seen before the policy started – as it's pointed to this as being a sign or symptom of it. To support its position, RSA has provided comments from its veterinary surgeon who said:

“The discharge in 2021 and 2022 was a green discharge which is consistent with being from the genital tract rather than a urinary infection. The cystic ovary is likely to be the cause of all the abnormal genital signs. Pyometra is the end stage of a progressive hormonal stimulation. The signs (green discharge) are the same for all 3 occurrences.”

Conversely, the veterinary surgeon who saw Y said:

“In my professional opinion I do not consider the previous visits in 2021 and 2022 to be linked to the recent pyometra surgery. I cannot, of course guarantee this but due to Y presenting fit and well with no clinical signs of pyometra on the previous visits, it is highly unlikely she would have had a pyometra for 2 years. Previous urine infections were noted in 2021 and 2022 which cleared with antibiotics and no urine infection was present on examination of her urine in June of this year.”

The head veterinary surgeon at the practice which treated Y said:

“After looking into the clinical history and lab results, we have come to the conclusion that we cannot neither prove or disprove the connection between vaginitis with E. coli and pyometra. It's difficult to prove a connection between these two conditions - although Y had four courses of antibiotics during [her] first year of life, we cannot rule out whether E.coli was still present after the antibiotic course or just reduced its activity to cause symptoms.

My colleague did send a letter stating initially he didn't feel the vaginitis and pyometra were connected due to not having any common pyometra clinical signs but as I have mentioned above the E Coli may have still been present after the antibiotics and has caused an issue sometime later.”

Having considered the above, the veterinary opinion from RSA doesn't persuade me the pyometra was *more likely than not* linked to the signs and symptoms of green discharge and vaginitis which were seen before the insurance policy started. I find Y's treating vet's

testimony to be persuasive as they have said *“it is highly unlikely Y would have had a pyometra for 2 years”*, especially as she’d presented fit and well *“with no clinical signs of pyometra on the previous visits.”* Whilst I appreciate the head veterinary surgeon hasn’t ruled out the possibility of E. coli still being present after the antibiotic courses were given, she does say *“it’s difficult to prove a connection between these conditions”*. And I think this is in keeping with what the vet that saw Y said about not being able to guarantee this but concluding what was most likely.

RSA has also heavily relied on the discharge being “green” in colour to evidence it being linked to earlier episodes of this and in turn the pyometra. But I note the clinical notes in June 2023 only refer to *“cloudy discharge at vulva”* and *“clear discharge”* - as opposed to “green discharge”. The only reference to green discharge is in connection with a note explaining Y’s clinical history which says: *“previous hx of UTI with green discharge, nothing since first season”*. With this also in mind, I’m not persuaded RSA has sufficiently show the pyometra is connected to the pre-policy signs of “green discharge”.

So, when I consider the above, I’m not satisfied RSA can fairly rely on the pre-existing condition exclusion to decline the claim.

My final decision

My final decision is I uphold this complaint and direct Royal & Sun Alliance Insurance Limited to cover the claim in line with the remaining terms and conditions.

It’s not clear if Mrs W has already paid the veterinary bill. If she has, RSA must reimburse her the cost of this and pay simple interest at 8% a year from the date Mrs W paid it to the date it is refunded.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs W to accept or reject my decision before 14 February 2024.

Nicola Beakhust
Ombudsman