

## **The complaint**

Mrs M's complaint relates to a claim she made on her Royal & Sun Alliance Insurance Limited trading as More Than ('RSA') pet insurance policy which was declined by RS.

Mrs M says this is unfair and wants RSA to cover her claim.

## **What happened**

Mrs M made a claim on her pet insurance policy for a skin problem her pet was experiencing. RSA considered the claim alongside the pet's clinical history and concluded it wasn't covered. They said the problem the pet was experiencing exhibited signs or symptoms before the policy was in place. RSA relied on advice from both Mrs M's vet and their own vet to support this.

Mrs M didn't agree. She said she'd spoken to other vets, and they said it was impossible to say the conditions were linked. Unhappy, Mrs M referred her complaint to the Financial Ombudsman Service.

Our investigator considered Mrs M's complaint and concluded it shouldn't be upheld. Mrs M doesn't agree so the matter has been passed to me to determine.

## **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 won't be upholding Mrs M's complaint. I'll explain why.

The starting point is the policy terms. They say:

*"We will not pay:*

*3. 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;*
- *existing illnesses or injuries,*
- *existing physical abnormalities;*
- *existing illnesses, injuries or physical abnormalities which lead to other health issues to injuries;*
- *illnesses or injuries which are medically linked to existing illnesses, injuries or physical abnormalities."*

In this case Mrs M's pet had a problem with its ears before she took out the policy. In April 2021 the clinical notes record the pet was itching both ears constantly, for which ear drops were prescribed. Mrs M took out her policy with RSA in June 2021. The pet then had an episode of otitis in October 2021. In March 2022, Mrs M's pet was seen for constant scratching under its neck, ears and legs, for which treatment was prescribed. It's this particular issue that's the subject of Mrs M's present claim. Mrs M says the issue her pet was

treated for was allergies and that this had nothing to do with its earlier ear infection.

The evidence from Mrs M's vet was that it's hard to rule out an underlying link between the pet's earlier ear problem and the current skin allergies as this is a common problem. This is consistent with the evidence given by RSA's vet who has said that the common primary cause of otitis in pets like Mrs M's is atopy, which is what her pet was eventually diagnosed with. They go on to say that the pet's commonly affected areas are feet, armpits, abdomen and ears and these areas are usually not affected at the same time, but only in advanced stages of the disease.

In this case the evidence I've seen is consistent with RSA's vet's evidence. Mrs M's pet had problems with its ears in April and October 2021. By March 2022 the itching had moved to the pet's neck, ears and legs, so I think the pet was showing progression in the atopy it was eventually diagnosed with.

I appreciate that Mrs M feels the issues her pet had with its ears weren't linked to the eventual skin problem it was diagnosed with, but the evidence I have seen from both the treating vet and RSA's vet doesn't support that. And whilst Mrs M has said she's sought advice from other vets (who may or may not have seen her pet or reviewed its clinical history) that it's impossible to say whether the conditions are linked, I place less weight on this as there's nothing from those vets in terms of contemporaneous evidence and I'm not in any event aware of their having treated her pet.

In this case the evidence of the treating vet is the most persuasive item. Their view is that there's an underlying link between the conditions. This coupled with RSA's vet's advice persuades me that Mrs M's pet was exhibiting signs or symptoms of an undiagnosed illnesses before she took out the policy. For this reason, I won't be upholding her complaint.

### **My final decision**

For the reasons set out above, I don't uphold Mrs M's complaint against Royal & Sun Alliance Insurance Limited trading as More Than.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 15 April 2024.

Lale Hussein-Venn  
**Ombudsman**