

The complaint

Miss G complains that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined a claim under her pet insurance policy.

What happened

Miss G took out pet insurance with RSA on 1 July 2023.

On 12 September 2023, Miss G took her cat to the vet as it had a swollen abdomen and had been losing weight. She told the vet this has been ongoing over a few months. The cat was diagnosed with cancer and subsequently died. Miss G made a claim under her policy.

RSA declined the claim on the basis the policy doesn’t cover any conditions that arise within the first 14 days. And as Miss G had told the vet that the symptoms had been ongoing for a few months, RSA said it’s likely it started within the 14-day exclusion period – or possibly before the policy started.

Miss G didn’t think it was fair for RSA to rely on comments she made during a time of distress. She says she was worried about her cat, and she gave a vague answer in the moment without knowing that she wouldn’t be given an opportunity to give a more informed answer when she was better prepared and more emotionally stable. She doesn’t believe RSA has considered the context she’s given since making her claim.

RSA took advice from its in-house vets. They said, even as pets get older, they shouldn’t be suffering from progressive weight loss and that weight loss over many weeks to months is an indication of an underlying issue. With no other conditions identified and an ultimate diagnosis of cancer, this condition is the most logical explanation for the cause of the weight loss. Based on this advice, RSA maintained its decision to decline the claim.

Miss G brought her complaint to our service, but our Investigator didn’t uphold it. She was satisfied RSA had declined the claim in accordance with the policy terms and hadn’t treated Miss G unfairly. As Miss G didn’t agree, the complaint has been passed to me to decide.

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.

The terms and conditions of Miss G’s pet insurance policy say:

“We do not pay for illnesses which you or your vet were aware of in the first 14 days of your policy first starting, or any illness that develops from them. By illness we mean, both diagnosed illness and signs or symptoms of illness (undiagnosed illness).”

The vet notes from 12 September 2023 say:

“[Owner]...worried re: worms as has a swollen abdomen and weight loss over few months...on exam very thin and significant muscle wastage...[owner] aware of poor prognosis and expect more than one issue.”

RSA say the term “a few” is used when there is not a definitive answer or amount but suggests more than two. If it were to take two months at a minimum, this puts the start of the symptoms as being 12 July 2023 – which is within the 14-day exclusion period.

I can understand why Miss G feels RSA has relied very heavily on a vague statement she made whilst she was distressed. I appreciate she now believes the weight loss started around mid-August.

But looking at the vet notes as a whole, Miss G’s cat was very thin and had significant muscle wastage, which does indicate that this has been ongoing for some time. And I think that if this had been going on for a matter of weeks, Miss G would’ve said that – rather than months – regardless of how distressed she was.

I’m aware that RSA conducted an interview with Miss G in October 2023 to get more information about the timeline of the symptoms. So I’m satisfied it did give Miss G an opportunity to provide more context about when the weight loss started. But I can’t see that any information was provided which would persuade RSA that the weight loss didn’t start until after the 14-day exclusion period expired.

Miss G has my sympathy for what’s happened. It’s devastating to lose a beloved pet, and she’s now left to pay the vet bills on top of what she’s already going through. So I don’t make my decision lightly. But based on the information provided, for the reasons I’ve explained above, I’m satisfied RSA acted reasonably when it concluded that the illness most likely started in the 14-day exclusion period in light of the information presented by Miss G to the treating vet.

My final decision

For the reasons I’ve explained, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss G to accept or reject my decision before 10 June 2024.

Sheryl Sibley
Ombudsman