

## The complaint

Mrs B has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly and unreasonably refused to pay her claim for her dog under her pet insurance policy.

## What happened

Mrs B bought her policy for her dog which started on 11 November 2021.

Mrs B's dog suffered spinal issues and she made a claim for the costs of the vet treatment in the sum of £5,498.93. RSA said her dog's condition was present before the policy started and was therefore excluded. This was because RSA said it was noted by her vet in her dog's vet history as early as 13 July 2021.

Mrs B and her vet disagreed, as her vet explained the vet history. As RSA wouldn't change its stance, Mrs B brought her complaint to us. The investigator thought it should be upheld. RSA disagreed so Mrs B's 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.

Having done so, I'm upholding this complaint I'll now explain why.

Mrs B has the premier level of cover for her dog which covers her for vet fees in the sum of £7,500 per year which renews every year in line with the policy terms. The policy in line with many other pet policies doesn't provide cover for pre-existing illnesses which is standard in the pet insurance industry, so I don't find that concept unusual. The policy defines pre-existing as the following:

*'Pre-existing conditions 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 or injuries;*
- *illnesses or injuries which are medically linked to existing illnesses, injuries or physical abnormalities.*

*The following is also a pre-existing condition:*

- *treatment of spinal disc problems if any disc has shown signs, been diagnosed or been treated for spinal disc problems before you took out the policy.*
- *treatment of cruciate\* ligaments in the second leg if one leg has shown signs, been diagnosed or been treated for cruciate ligaments before you took out the*

policy.

*By illness we mean, both diagnosed illness and signs or symptoms of illness (undiagnosed illness).*

*A separate vet fee limit for: each spinal disc t - we will not pay the vet fee limit for each disc, disc problems to one or more discs are treated as one health issue.'*

The issue here is that the vet history of 13 July 2021 says the following:

*'Presenting Problem(s)*

*arr 1118 Struggling to move, lethargic, **has Ivdd [my emphasis]**, is eating and drinking. not himself.*

*Inpatient Physical Examination*

*Findings:*

*BAR, DUDE, mm pink and moist. **ambulant and weight bearing on all 4 limbs [my emphasis]**. no neuro deficits. Discussed IVDD.*

*History:*

***OR reluctant to jump and lethargic [my emphasis].***

*Plan/Therapy:*

*Dispense loxicom, adv strict cage rest 2 weeks, monitor, RVIN or further deterioration.'*

Mrs B's vet later clarified this and explained his errors in two emails.

One said:

*'To Whom it may concern,*

*Our mutual client Mrs B has been in contact regarding a dispute on the clinical history for their animal [name of dog].*

*It is my understanding that there is a query about a diagnosis regarding IVDD. I can confirm that whilst a conversation regarding IVDD is noted in the clinical history on 13 July 2021, this diagnosis was never recorded for [name of dog] and no investigations for this were completed.*

*The appointment notes make reference to IVDD on 13th July 2021, however again we have no clinical history to confirm this diagnosis.'*

The second said:

*'To Whom it may concern.*

*I have been asked to clarify my clinical notes from 13/7/2021, regarding [name of dog].*

*My clinical notes clearly state that there were no neuro deficits.*

*I discussed IVDD with the clients as something to be aware of for the future. I did not diagnose [name of dog] with IVDD at this time.'*

Vets aren't permitted by their regulators to change the vet history on a pet which they have seen. However, vets like the rest of us, can also make mistakes in the way they might phrase things, more so when under pressure in a busy clinical environment like a vet's practice. It's commonly known that dogs of the breed that Mrs B's dog is, can develop IVDD (disc issues). It's therefore highly likely to be on a vet's mind when a dog of this breed is presenting as 'lethargy, struggling to move and not himself'. Mrs B's vet is clear that he didn't diagnose IVDD at this time, merely discussed it.

On the entry on 13 July 2021, I consider it's significant that the dog was both walking and taking weight on all four limbs too. There is no evidence the dog couldn't walk or was having difficulty in walking. The evidence was that he didn't want to jump.

On that basis, I consider it was reasonable for the vet to '*discuss*' IVDD but I can't see any record of the dog exhibiting the symptoms of IVDD as furnished by RSA. Namely pain in the neck or back region; difficulty in urinating or any inability to walk; shaking or trembling; knuckling on paws. The only one this dog was said to be exhibiting at that time, was just an unwillingness to move, which isn't the same in my opinion as 'unwillingness or inability to walk' as clearly the dog was ambulant according to the vet. RSA goes on to emphasise that signs of IVDD are quite specific, but here we have a dog able to walk, taking weight on all four limbs but is lethargic and doesn't want to move. Being lethargic and not wanting to move can be from an extensive number of other things than the specifics of IVDD as detailed by RSA.

So, since Mrs B's vet tried to explain his error in his note taking, and clearly this dog might not have been exhibiting the 'quite specific' signs of IVDD as RSA detailed, I don't consider it was reasonable to simply assume that because this dog went on to develop IVDD where on presentation in August 2023 (the start of the claim) the dog was essentially paralysed that it started specifically on 13 July 2021.

Instead in order to be reasonable to Mrs B given the monetary amount of her claim, I would have expected RSA to obtain a report from the referral vets or indeed Mrs B's own vet to clarify this more fully, rather than jumping to this assumption. It's less than clear to me on the evidence presented given the vet's explanation of the vet history notes that this dog's issue first arose in July 2021. The issue resolved within a week or two and didn't reoccur until two years later. The dog might have been lethargic and not willing to jump for a considerable number of other issues, more so as he was fully weight bearing and able to walk perfectly well on 13 July 2021.

RSA also said to the investigator that there were two instances of IVDD being mentioned and both were pre-existing. Both I and the investigator can only find this instance on 13 July 2021, there is no other instance of any ambulatory issues in the vet history disclosed.

So, in conclusion I don't consider the evidence is clear enough to show this dog began to suffer from symptoms or signs of IVDD before the policy start date. More importantly, I also don't think RSA did enough to clarify the evidence either, as neither Mrs B's vet nor Mrs B believed her dog was suffering any signs of IVDD before the policy start date. As the evidence isn't clear enough, it's therefore reasonable to interpret it in Mrs B's favour, rather than in RSA's favour as RSA has done. So, I consider RSA should pay this claim in accordance with the remaining policy terms with interest.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Royal & Sun Alliance Insurance Limited to do the following:

- Pay Mrs B's claim in accordance with the remaining terms and conditions of the policy.
- If Mrs B has already paid the vet fees herself, refund Mrs B directly. Adding interest of 8% simple per year from the date Mrs B paid the vets fees to the date of its refund. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mrs B for HMRC purposes.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 9 July 2024.

Rona Doyle  
**Ombudsman**