

The complaint

Miss B has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly refused to pay her claim under her pet policy, unreasonably deciding the cause of her claim was pre-existing.

What happened

Miss B insured her dog with RSA from 26 July 2023. On 7 November 2023 when she took her dog to the vet for her annual vaccinations, the vet advised that her dog has retained two puppy teeth which would need removal and the appointment was made. Miss B was of the view at that time, she would pay for this herself as the quote she was given was £391. Shortly afterwards Miss B had to take her other dog to the vet for skin issues and the vet again examined this dog and saw the problem with her teeth was more extensive as there were more retained puppy teeth than just two, plus there were also gaps suggesting that possibly some adult teeth hadn't emerged.

On this basis the vet thought it would be better for Miss B's dog to be treated by a referral vet. Miss B then phoned RSA to see if this would be covered under her policy as the costs would be significantly more. RSA's adviser ascertained that Miss B said she hadn't taken this dog to her vet before about her teeth. He felt on that basis it should be covered. So, Miss B went ahead with the referral vet and the subsequent operation which cost £2,191.20. When Miss B made her claim to RSA, it asked for the vet history. RSA said the vet history showed when Miss B had her dog spayed in March 2023, it was noted her dog's puppy teeth were retained at that time. So, RSA said this was a pre-existing condition and consequently wasn't covered under this policy which started on 26 July 2023. Therefore, it refused to pay her claim.

Miss B complained and provided further information from her vet. The vet said that in March 2023, the puppy was only six months old. It was noted that some puppy teeth were retained at that time. But as it can take up to at least seven months old for the adult teeth to finally erupt no further action was required. The vet's opinion was that most dogs of six months old will likely still have puppy (deciduous) teeth remaining, so it can't be classed as a pre-existing condition consequently. No actual problem with the teeth was noted until November 2023.

Notwithstanding this evidence RSA maintained it was a pre-existing condition and continued to refuse to pay Miss B's claim. So, Miss B brought her complaint to us. The investigator was of the view that it couldn't be classed as a pre-existing condition given it was too early to conclude that there was a problem in March 2023, so he thought RSA should pay the claim. Miss B agreed but RSA didn't. On that basis Miss 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 along the same lines as the investigator. I'll now explain why.

Like almost every pet policy this policy doesn't provide cover for any conditions which were apparent before the policy start date.

RSA's policy says the following in relation to this.

'any health issues, concerns, illnesses and injuries which you or your vet were aware of before the policy start date, 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 or injuries;*
- illnesses or injuries which are medically linked to existing illnesses, injuries or physical abnormalities;*

Pre-existing conditions exclusions are common in pet policies, so I don't find this clause unusual.

In the vet history for 13 March 2023, the vet notes said the following:

'...checked teeth has mixture of some adult and some baby left still time to come through.'

And further on 16 March 2023, the vet notes said:

'Adv monitor upper deciduous canines as will need extracting if not lost when adult canines fully erupted.'

It was the basis of these vet entries that RSA was of the view this was a pre-existing condition and so refused to pay Miss B's claim.

Miss B's vet said the dog was aged six months old at the time of the consultation in March 2023. And she said the following:

'Most dogs at this age may have deciduous dentition present, and most shed the teeth normally when the adult teeth erupt.'

...

'At this time [November 2023] as [name of dog] was over a year of age, action and referral was recommended'

...

'As most dogs at six months of age will likely have deciduous dentition still present, it cannot surely be classed as pre-existing condition until after the time the adult dentition has had full time to erupt. The condition was only noticed to be an actual problem at her booster in November.'

I consider it's clear that in March 2023, Miss B's dog didn't have a problem. From my understanding of the vet evidence available in this case, virtually every dog will have deciduous teeth remaining at aged six months old. And those deciduous teeth are expected to shed normally. In the case where they don't shed normally that can't be assessed until it's clear they remained retained. This wasn't deemed an issue until the consultation in

November 2023 which was when the dog was next seen by a vet. There is no other vet evidence to show Miss B was aware her dog might have any teeth issues from March to November 2023. I consider that to be significant.

All dogs, much like humans, grow two sets of teeth. This is a natural phenomenon of growing to adulthood. The deciduous teeth were noted as still being present in March 2023 but that was natural then. So, if any dog had a check-up at that same age, it's more than likely the same sort of vet history would be noted. In my opinion therefore, in the very particular circumstances of this complaint, I consider it's unfair to label something as pre-existing which is also noted to be completely natural at the age of the dog in question. RSA hasn't disclosed any vet evidence to show that Miss B's vet was wrong in her opinion and without that I consider it's unreasonable of RSA to decide something this natural is therefore a pre-existing condition. If for example Miss B hadn't decided to spay her dog, and therefore visit the vet in March, there would have been no note concerning any teeth issues until the annual check-up in November.

I am also persuaded that the reason for the referral to a specialist vet was instead due to the possibility of retained adult teeth given the gaps in the gums of Miss B's dog. Miss B's vet clearly details this was the reason for the referral too. More so given the initial consultation in November felt the matter could be dealt with without the need or costs of a referral vet. So, it was only on the second examination in November that the gaps were noted fully and that was what changed matters given a referral vet's expertise was required. That obviously was not something that was mentioned in March 2023, given the dog was still in the natural process of shedding the puppy teeth at that time by the eruption of the adult teeth. In my view it wouldn't have been possible to note the lack of adult teeth not coming through in March as it would have been too early to come to a decision on that given the dog's age at that time. It couldn't have been clear at that time that these adult teeth couldn't come through.

Therefore, taking all the circumstances into account to include noting the internal discussions RSA had amongst themselves concerning the issue, where not everyone was in agreement with the decision to decline to pay this claim, namely the initial assessor according to Miss B, I consider it's more reasonable and fairer to Miss B consequently that RSA should pay this claim with interest, given the very particular circumstances here. I don't consider the RSA adviser did anything wrong when Miss B phoned up to see if the referral vet costs would be covered. Like the investigator I don't consider the adviser misled Miss B at all. Binding pre-authorisation can never be given without the submission of the appropriate vet evidence. So, what the adviser said to Miss B including all the caveats mentioned is exactly what I would have expected any adviser to do in these circumstances.

I also consider this caused Miss B some considerable trouble and upset in that she had to obtain a loan to pay her vet. Therefore, I agree with the investigator that compensation should be paid to Miss B by RSA. Given our published stance on compensation issues I consider the amount of £100 compensation as suggested by the investigator to be fair and reasonable here.

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 Miss B's claim under the remaining terms and conditions of the policy.
- Add interest of 8% simple per year from the date Miss B paid the vet fees to the date

it refunds her. If income tax is to be deducted from the interest, appropriate documentation should be provided to Miss B for HMRC purposes.

- Pay Miss B £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 26 September 2024.

Rona Doyle
Ombudsman