

The complaint

Miss W has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim on her pet insurance policy.

What happened

Miss W took out a pet insurance policy with RSA in November 2022. In 2023 her dog was treated by the vet for benign gingival hyperplasia (an overgrowth of gum tissue) and chronic gum disease. She made a claim on her policy for the treatment cost of £888.79.

RSA declined the claim. It said the policy didn't cover treatment linked to dental disease.

Miss W's vet asked RSA to reconsider the claim. The vet said the cause of the condition was unknown but suspected to be genetic and not secondary to dental disease. RSA said that according to its in-house vet the underlying issue was the reaction of the gum to the bacteria/tartar on the dog's teeth. It also said that the dog was noted as having a moderate build-up of tartar in August 2022. So it thought Miss W's dog had had dental disease and that the dental disease had been present before the policy started. That also meant it was a pre-existing condition and not covered by the policy.

Miss W also complained to RSA that when she rang RSA for advice on her cover for removal of a lump on her dog's gum, its advisor had told her to take her dog to the vet. She said she wouldn't have gone ahead with the surgery if she'd known she might not be covered by her policy. RSA apologised for that and offered her £200 compensation.

As RSA didn't change its decision about the claim, Miss W brought a complaint to this service. I issued a provisional decision explaining why I was minded to uphold the complaint. An extract from my provisional findings is set out below:

"I need to decide whether it was fair and reasonable for RSA to rely on this exclusion to decline the claim. I've reviewed the policy terms and conditions to see what's covered. It says:

*"We pay **vet fees** if **your pet** has been hurt in an **accident** or is ill.
Vet fees includes dental care, this is how dental care works: we pay:*

- 1) for teeth or gums if they are damaged in an accident;*
- 2)if an underlying illness causes tooth decay or gum disease;*
- 3) to remove teeth to treat an illness;*
- 4)for the removal of the first teeth ...".*

So Miss W would potentially be covered if an underlying illness caused the gum disease provided it wasn't something she or her vet were aware of before she took the policy out (a "pre-existing condition").

The first question I need to consider is whether RSA treated Miss W fairly in saying that her dog's condition of gingival hyperplasia was a reaction to the bacteria and tartar on his teeth as opposed to having been caused by an underlying illness.

Miss W's vet's notes say that in May 2023 a lump was noticed in the dog's mouth. On 14 August 2023 Miss W took her dog back to the vet who noted:

*"groomer suggested to get another look at gums as lump noticed in May has gone but quite a lot of cauliflowering of gum tissue especially around lower incisors and some increased pigmentation. Teeth around this are discoloured with calculus **likely as bacteria trapped around cauliflower gum and this is causing secondary dental disease.*

Advised that differential diagnosis are gingival hyperplasia and gingival neoplasia, need histo to confirm ie biopsy to also assess secondary dental disease and may need extractions because of this."

The treatment was carried out on 1 September 2023. The vet said:

"some tartar build up on molars but around all incisors strong gingival inflammation and overgrowth of gumline. Samples taken from most overgrown areas ...and all incisors removed. All very simple extractions due to dental disease."

The result of the biopsy was a benign overgrowth of gum tissue with chronic gingivitis. The pathologist couldn't point to a cause and said there were "a number of underlying predisposing factors including: Chronic inflammatory oral/dental disease, breed disposition, medication induced and idiopathic".

It's up to the insured to prove they have a valid claim. Unfortunately for Miss W I don't think she has been able to show that her dog's dental disease was caused by a separate underlying illness. Based on the vet's notes I think it was reasonable for RSA to conclude that it's more likely that the overgrowth of gum tissue was a reaction to the tartar and bacteria in the dog's mouth. That being the case, I don't think RSA treated Miss W unfairly in declining her claim for this reason.

Miss W says she wouldn't have gone ahead with the dog's operation if she'd known she wouldn't be covered. So, I've looked into whether RSA misled her about this and if so, what it should do to put things right.

In a phone call a few weeks before the operation Miss W said she was very concerned about taking her dog to the vet in case her policy didn't cover the cost. The call handler strongly advised her to get the lump on the gum checked by a vet. She also referred to the fact that Miss W had cover of up to £3,000 to be used over 12 months. It also led her to believe that the condition wouldn't be excluded as a pre-existing condition. I'm satisfied that overall the call handler did give Miss W the impression that her claim would be covered, although she did at one point refer to the fact that RSA might not be liable.

Miss W rang RSA again on the day of the operation to ask for a claim form. She said the lump had been getting worse, so the vet was going to operate.

I accept that RSA didn't explicitly say that the claim would be covered. But Miss W was calling it for advice. RSA was the professional in this situation, not Miss W. I think RSA should have made it clearer that it couldn't guarantee the claim would be paid and ensure she understood the process of how a claim would be considered.

Where a business does something wrong, the role of this service is to put the consumer back in the position they would have been in if the mistake hadn't happened. If Miss W hadn't been misled during the phone call with RSA, then she might have decided not to have the operation done. Since the vet's notes don't refer to the treatment as urgent and she would be paying for the whole cost herself, I think it's likely she wouldn't have gone ahead as she was clearly very concerned about the cost. Although by the time of the second phone call she had decided to proceed with the operation, I don't think she would necessarily have done that if it hadn't been for the false reassurance she'd received in the first call.

So to put things right, I think RSA should pay Miss W what it would have paid if her claim had been accepted.

Lastly I consider that the advice from RSA on the first phone call led to disappointment on Miss W's part and caused her unnecessary trouble and upset. I think the sum of £200 is appropriate to compensate Miss W for that."

Miss W accepted my provisional decision. RSA didn't respond.

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.

As neither party objected to my provisional findings, I see no reason to change them and they now form part of this final decision.

Putting things right

To put things right I think RSA should:

- pay Miss W's claim subject to the remaining policy terms (but ignoring the exclusion for pre-existing conditions); and
- pay Miss W £200 for the trouble and upset it caused her (if it has not already done so).

My final decision

For the reasons set out above, I uphold this complaint and require Royal & Sun Alliance Insurance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 29 October 2024.

Elizabeth Grant
Ombudsman