

## **The complaint**

Mr and Mrs J have complained about the rejection of a pet insurance claim by Royal & Sun Alliance Insurance Limited ("RSA").

## **What happened**

Mr and Mrs J bought a puppy in January 2024. They had a temporary insurance policy in place from the breeder and then took out the policy with RSA, which started on 29 January 2024. Shortly after having the puppy they had concerns about its health and took it to two different vets. The puppy was diagnosed had genetic health issues that were not declared to them when they bought it. Mr and Mrs J sadly had to have the dog put down. They made a claim for the vets costs (just under £5,000) to RSA.

RSA considered the claim but rejected it, as it said the conditions had started, and Mr and Mrs J were aware of them, before the policy was taken out and as such are excluded from cover. It said the vet's notes record that on 27 January 2024, Mr and Mrs J took the puppy to the vet as it had been grinding its teeth. The vet found some issues with the jaw and referred them to another vet for further investigation. The puppy was subsequently diagnosed with malocclusion of the lower jaw (an underbite), as well as bilateral tarsal valgus (a limb deformity) and spinal kyphosis (curvature of the spine). As the symptoms that led to the claim were seen by Mr and Mrs J and the vet on 27 January 2024, two days before the policy started, RSA said the claim falls within the exclusion for pre-existing conditions.

Mr and Mrs J are very unhappy with this and complained, as they say they did not know of any conditions or concerns about the puppy's health when they bought it.

RSA considered the complaint but maintained its rejection of the claim on the basis the claim is for a pre-existing condition. RSA also said that while the policy provides cover for the purchase price of the insured pet, in the event it is required to be put down, this would also be excluded on the basis of the pre-existing condition.

As Mr and Mrs J remain unhappy with the rejection of their claim, they referred the matter to us.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was satisfied that RSA was entitled to reject the claim for the reasons it had. She said the policy doesn't require diagnosis of a specific condition but that symptoms be present and noticed; and she was satisfied the evidence supported RSA's assertion that the conditions that gave rise to the claim were the reason for the vet visit on 27 January 2024, which was before Mr and Mrs J took out the policy with RSA.

Mr and Mrs J do not accept the Investigator's assessment. They have made a number of submissions in support of their initial complaint and in response to the Investigator. I have considered everything they have said but have summarised the main points below:

- The meaning of a pre-existing condition remains debatable. The exclusion should only apply where a medical diagnosis has been obtained before the policy starts. If

- the health condition is not known about, the exclusion can't fairly apply.
- The puppy was sold as being in good health and having been vet checked, so they had no reason to think otherwise.
- Any pre-existing condition clause has no value to the insurance policy and requires serious consideration for amendment by insurers.
- The vet diagnosed the underbite in January 2024 but there were no concerns at that time about his legs. This was only diagnosed in late February 2024. It is the neurological issues affecting his legs that were of more concern to them and resulted in the puppy being put down. The jaw abnormality was less of a concern, as the puppy could eat adequately.

The Investigator reviewed what Mr and Mrs J said and asked for some further information. Mr and Mrs J confirmed that the vet they saw on 27 January 2024 also discussed the puppy's legs but they were assured his rear legs were still growing, the only diagnosis then was for the underbite but, again, that was not a primary concern for them, as the dog was able to eat. Mr and Mrs J say the main health concerns came later, after the insurance policy had started. Mr and Mrs J also say insurers should not apply these terms so generally and need to consider each case.

The Investigator did not change her mind, as she was satisfied both the limb deformity and jaw issue had been discussed on 27 January 2024 and therefore the exclusion fairly applied to the claim. As she was unable to resolve the complaint, it was passed to me.

### **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.

Mr and Mrs J's policy, like most other pet policies, does not cover pre-existing conditions. It says:

*"When we can't help you*

*We don't pay 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 or injuries;*
- *illnesses or injuries which are medically linked to existing illnesses. injuries or physical abnormalities."*

Such exclusions are not unfair or unreasonable, as it is generally up to insurers what risks they are prepared to cover in exchange for the premium and where a pet has conditions before the start of the policy, it makes the likelihood of claims higher.

For the above exclusion to apply, it is not necessary for any illness, injury or physical abnormality to have been diagnosed but the signs or symptoms which occur before the start of the policy must be a clinical sign or symptom of the condition claimed for; and the claimant or the vet must have been aware of them before the start of the policy.

So in this case, this means that RSA must establish that the limb abnormality, spinal issue and jaw abnormality existed before the start of the policy and are linked to the vet costs incurred in diagnosing and putting the dog down. It is not in doubt that they did not know of the dog's health issues when they bought it but that is not the relevant test. It is whether they knew about them before taking out this policy.

I have seen the notes of the vet attendance on 27 January 2024. This records that the dog had been grinding its teeth and this was one of the reasons Mr and Mrs J had taken it to the vet. On examination the vet said the dog was missing a lower incisor and had "*bad occlusion pre-prognathis*" (i.e. an underbite). The vet note of that attendance that I have seen does not mention the dog's limbs.

However, Mr and Mrs J told the Investigator that they had discussed the dog's legs and the vet told them it would grow out of it. They told the Investigator they were not happy with this diagnosis, so went to another vet. Their email in September 2024, ...

*"was first taken to a Vet on the 27th January, but my Wife and I were not happy with that practice from their diagnosis, the Vet at this practice ... indicated rear legs were still developing with growth, the undershot jaw concern (Prognathism) was not the serious concern at this stage, it wasn't until we entered February, concerns grew further over ... [the dog's] ability to support his hind legs, which later became weaker as the week's passed".*

They confirmed that the first vet they saw on 27 January 2024 also looked at his legs and said they were still growing again in another email later in September 2024. And an email in August 2024 says the breeder had also told them the dog's legs were still growing. This indicates to me that Mr and Mrs J had been concerned enough to contact the breeder about the dog's legs around this time as well. I also bear in mind that Mr and Mrs J said they were not happy with the first vet's diagnosis and sought another opinion, which suggests they were concerned there was more to the issue with the dog's legs and gait at that time.

Having considered everything very carefully, I am satisfied that there is evidence that there was an existing physical abnormality affecting the dog's limbs, which would also include the spinal issue and jaw on 27 January 2024. And, as this is the reason they had gone to the vet and discussed it with the breeder, Mr and Mrs J were aware of the signs and symptoms of those abnormalities, even if they were not aware they were genetic abnormalities or aware of the formal diagnosis before taking the policy that started on 29 January 2024.

Given this, and despite my sympathy for Mr and Mrs J's situation, I do not consider RSA has acted unfairly or unreasonably in refusing to cover this claim.

## **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs J to accept or reject my decision before 21 November 2024.

Harriet McCarthy  
**Ombudsman**