

The complaint

Mr E's complaint is about a claim he made on his Royal & Sun Alliance Insurance Limited ('RSA') pet insurance policy.

Mr E says RSA treated him unfairly.

What happened

Mr E took out a pet insurance policy underwritten by RSA which started to run on 27 July 2023.

In August 2023 Mr E made a claim on the policy for the treatment of Intervertebral Disc Extrusion (IVDE) for which his pet required surgery. RSA considered the claim and declined it. They said that the policy excluded claims for illnesses that were present within the first 14 days of cover.

Unhappy Mr E complained. He said the claim was not for an illness but rather the treatment of an injury which happened on 6 August 2023 and in those circumstances cover would engage. Mr E adduced evidence from the emergency vet who treated his pet, his regular pet's vet and the pet's neurologist to support his claim.

RSA considered this evidence but remained of the view that the claim was for the treatment of an illness and not an injury and as such it was not covered by the policy. RSA relied on the evidence of their own vet to support this. Following this they declined to cover all subsequent claims that arose from the IVDE including end of life care when Mr E's pet was sadly euthanised.

Our investigator considered Mr E's complaint and thought his complaint should not be upheld. She said that overall RSA had done nothing wrong when turning down Mr E's claims or in the way they'd administered the cover. Mr E doesn't agree, so the matter has been passed to me to determine.

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 don't uphold Mr E's complaint. Before I explain why I wish to acknowledge both Mr E's strength of feeling about his complaint and the volume of submissions he's made. I'm also sorry to hear about the passing of his pet. Whilst I've read everything he's said, I won't be addressing each and every point. That's not intended to be disrespectful but is rather a reflection of the informal nature of the Financial Ombudsman Service. Instead, I'll stick to the crux of Mr E's complaint, namely whether RSA treated him unfairly.

The starting point is the policy terms. They 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).”

Conversely the policy does provide cover for accidents provided they did not occur within the first 48 hours of the policy starting. So, in this case the issue for me to determine is whether the claim made by Mr E was for an illness or the treatment of an accident. This is relevant because Mr E's pet was treated within the first 14 days of cover so the treatment was for an illness, cover would not engage.

IVDE is essentially a slipped disc, but the cause can be Intervertebral Disc Disease (IVDD) which is an illness. When Mr E made his claim, the diagnosis specified was “L2-L3 IVDE”.

The clinical notes record that on 7 August 2023 Mr E telephoned to say his pet was seen that morning because she had trouble with her back right leg and the vet said it could be her hip or knee and now in the last few hours it is like she is paralyzed with her back two legs.

When the pet is seen the next day, the notes say Mr E reported that his pet started limping the day before and that by midday she was unable to walk on her back legs. The notes then recorded by the vet are as follows:

“Discussed with the o that as a daschky cross would be highly suspicious of a vertebral disc extrusion. The other option would be trauma, but no history of this as o can think of. Discussed the grading of IVDD, would grade her 3/4 depending on bladder use. Discussed surgical vs medical management. In her case surgery would carry a better prognosis. O wanted to know if good prognosis, advised that this depends on the area of extrusion and how many discs are affected. There is always a chance that she may not walk even after surgery, but this would be her best chance at walking. Also advised that may recur as well. O decided to go down surgical route and referral.”

Mr E maintains that the cause of the IVDE was as a result of a fall on 6 August 2023. But in the clinical notes, the vet that saw the pet initially said there was no history of trauma Mr E could think of. This is clearly at odds with Mr E's case that the condition complained of here was as a result of an injury. Mr E has said that his pet was moving without difficulty after her fall but was not eating. He says he did mention the fall but given that his pet was moving this must not have been considered significant. His explanation isn't consistent with the clinical notes especially as they record that the cause of the IVDE could be trauma but there's no history of that as far as Mr E “can think of”. As such I'm not persuaded by Mr E's account of things here. I give more weight to the clinical evidence because it was contemporaneous and prior to the outcome of Mr E's claim being determined by RSA.

Conversely the evidence Mr E has relied on to support that his pet didn't have an illness is as follows:

- A note from his vet to say his pet had not been seen for a spinal or disc condition before, or any similar conditions, and therefore they do not support the description of the condition as pre-existing.
- Something from the specialist vet that later saw the pet which states the clinical signs occurred as a result of an accident during which the pet suffered a fall from a wall on 6 August and an expression that the claim can be resolved in a satisfactory manner.
- An email from his vet saying that they agree with the specialist.
- A separate email from the specialist vet saying *“The nucleus material was indeed degenerate, which is common within any dog of (the pet's) age. The event of*

extrusion of the intervertebral disc which led to (the pet's) clinical signs was likely to have been predisposed by her fall."

I'm not satisfied that any of those statements adequately support that the treatment provided was in respect of an injury, such that they adequately call into question the contemporaneous evidence in this case. I say so because they were all provided after the claim was turned down by RSA. It's not uncommon for a consumer's vet to provide evidence to help support an insurance claim in those circumstances, particularly where the cause of the condition could be interpreted differently. In addition, I don't think the fact that the pet hadn't presented with symptoms of IVDD before it was seen means that she wasn't being treated for an illness necessarily. These could well not have been present before the date she was seen but that makes no difference. What's key here is that the pet appears to have been treated for an illness within the first 14 days of cover, which is excluded by the policy.

I turn now to whether RSA have established the exclusion they have relied upon applies here. It's clear to me from the clinical notes I have seen that the likely recorded cause of the condition for which the pet was treated was IVDD in the absence of Mr E establishing the cause was in injury. RSA's vet's own evidence supports this. In particular they say the treatment carried out to Mr E's pet was consistent with the treatment of IVDD. In particular they say disc fenestration was carried out and is commonly used to correct a herniated disc caused by IVDD. They also say that the fenestration carried out should not be required where there is no risk of other extrusions, as would be the case in a degenerative disease like IVDD. In this case it was, which supports that the treatment was for IVDD.

I note the challenge to RSA's vet by Mr E's specialist vet which I've quoted in the bullet points above. There is a suggestion that the requirement for fenestration was dictated by the pet's age but the pet in this case was only six years old. In addition, it's said that the clinical signs were likely to have been predisposed by the pet's fall. But as I've said above, I'm not persuaded by this given the clear gap in evidence around an injury being the cause of the problem for which the pet was being treated for here. So, I don't find this evidence compelling in the circumstances.

In light of the foregoing, I'm satisfied that it was fair for RSA to turn down Mr E's claim for IVDE and the subsequent claims that followed it including the claim for end of life care. That's because they relate to the same excluded illness for the reasons I've quoted above.

I appreciate that Mr E is also unhappy with the way in which RSA handled his claim generally. As the investigator explained, RSA was the insurer here not the intermediary who sold Mr E the policy, so it was correct for them to handle his claim. Equally RSA didn't need to keep Mr E's vet updated on the position they'd taken on his claim because they are not the policyholder, Mr E is. I've also listened to the call Mr E had with RSA in advance of making a claim. It seems from that call that Mr E was checking whether an injury would be covered under the policy and RSA said that it would if the injury happened after the first 48 hours of the policy being in place. Whilst that's right, RSA, like me, were not satisfied that this applied here but rather that the claim was for illness. It was their prerogative to make that decision following consideration of all of the evidence.

Overall, I'm not satisfied that RSA did anything wrong, such that they need to put things right.

My final decision

For the reasons set out above, I don't uphold Mr E's complaint against

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or

reject my decision before 30 December 2024.

Lale Hussein-Venn
Ombudsman