

The complaint

Mr L complains that Royal & Sun Alliance Insurance Limited ("RSA") declined a claim on his pet insurance policy.

What happened

Mr L took out a pet insurance policy for his dog in February 2021. He renewed the policy each year until 2024 and each year, the policy period ran from 20 February to 19 February the following year.

When the policy was due for renewal in February 2024, the renewal notice showed a large increase in premium and Mr L decided not to renew the policy again, which meant the policy would end on 19 February.

Mr L took his dog to the vet on 7 February 2024 where they discussed a dental problem. The vet advised some teeth extractions would be needed but due to Mr L being away and the vet having a limited number of appointments available, the earliest time it could be done was 28 February.

When Mr L then made a claim for the treatment costs, RSA declined the claim, saying the policy was no longer in force so there was no cover for these costs. Mr L complained but RSA didn't change its decision so he referred the complaint to this Service, but our investigator said RSA's decision was fair.

Mr L disagrees and has requested an ombudsman's decision. He says the events that led to the claim happened while the policy was in force, and it's unfair that he can't claim simply because he wasn't able to get the treatment done until after the policy had ended.

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 L says RSA hasn't treated him fairly, since the events that led to the claim happened while the policy was still in force. But it's important to start with what cover the policy provides.

The policy terms say cover is provided during the policy period, provided the premiums are paid. That's the agreement between Mr L and RSA and basis on which cover is provided. The cover is for vet's fees – not the condition itself. Mr L is covered for treatment costs incurred during the policy period, provided he's paid the premiums.

The treatment took place after the policy had ended. At that point, the agreement between Mr L and RSA had ended and there was no cover; Mr L was no longer paying premiums and RSA was no longer on risk. The policy terms confirm this, and explain that claims will not be paid "*if your premium isn't paid or your policy isn't in force*".

Mr L says the events that led to the claim happened while the policy was in force. But the policy didn't provide cover for the illness or condition itself; it provided cover for treatment costs. And the treatment took place after the policy had finished. As I've explained, there was no longer any cover in place.

I appreciate how unfortunate it was for Mr L that he couldn't arrange the treatment before the policy ended but, for the reasons given, I'm satisfied it was fair for RSA to decline the claim.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 30 December 2024.

Peter Whiteley **Ombudsman**