

The complaint

Mr D is unhappy Royal & Sun Alliance Insurance Limited turned down a claim he made on his pet insurance policy.

What happened

Mr D took out pet insurance with RSA which started on 5 November 2023. In February 2024 he claimed on his policy for treatment his cat required as it was limping and dragging its back legs. RSA reviewed the vet's notes and thought the condition Mr D was claiming for was a continuation of one he'd taken his cat to the vet about in October 2023. And the policy didn't cover pre-existing conditions. So it turned down the claim.

Our investigator noted Mr D's vet said she hadn't found clinical signs of the neurological condition that was subsequently identified at the October 2023 visit. But the notes did record Mr D as reporting his cat had been lethargic, struggling on his back legs and off his food. And ataxia was referenced at the time and when the cat was seen again in December (after the policy had been taken out). He thought RSA had fairly turned down the claim.

Mr D didn't agree. He said the problem in October 2023 had resolved and his cat was back to normal prior to him taking out insurance with RSA. And the vet assured him this had been a one-off incident. He took his cat back to the vet in December after it had a fit and only then was neurological damage identified. He said this had nothing to do with the October visit and that position was supported by his vet.

So I need to reach a final decision.

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.

The relevant rules and industry guidelines say RSA has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mr D's policy. That says it covers vet fees *"from the first date your pet has treatment for an illness or accident. Payments carry on until the vet fee limit shown on your policy schedule is used up in each policy period"* So the policy could in principle cover the claim Mr D made.

However, it doesn't cover *"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"*. And it says that means:

- *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.*”

I've thought about how that applies to the claim Mr D made when considering whether RSA fairly turned it down. The claim form he submitted contained a section completed by his vet. That said the treatment dates for this claim were from 11 October 2023 until 6 March 2024. That would suggest the start date for this condition was prior to Mr D taking out this policy.

However, in correspondence with RSA the vet said that was an administrative error. And I've seen a copy of a letter submitted by the vet which says she *“did not find any signs of a neurological issue on my clinical examination on 11 October”* and *“I do not believe that the issues found on my clinical exam on 29 December were related to the findings from my clinical exam on 11 October”*.

I think that matches with the notes from October 2023 which in particular didn't find evidence of proprioception (the innate ability to sense the position of feet and limbs in space without needing to look). So I think it's reasonable to conclude the vet didn't identify clinical signs of the neurological issue Mr D's cat was later identified as suffering from at the October 2023 consultation.

However, I don't think that's the only issue here. The exclusion in the policy doesn't only apply to health issues which the vet identified prior to cover being taken out. It refers to matters *“you or your vet were aware of”*. And the notes from October 2023 record Mr D as saying his cat was struggling with his hind legs which he was dragging. There were no historic injuries and he suspected mild ataxia (a lack of balance or coordination). The subsequent letter the vet submitted says she recalls Mr D as saying his cat *“looked wobbly/drunken when walking at home”*.

So while I appreciate Mr D's cat may not have displayed those symptoms at the clinical examination on 11 October (and a neurological issue wasn't identified) those issues were present and were what led him to take his cat to the vet. And I've not seen evidence to show those symptoms were caused by something other than the neurological condition which was subsequently identified in December 2023; at the October visit Mr D didn't reference any trauma his cat had experienced and confirmed it had no historic injuries. So I think it was reasonable of RSA to conclude Mr D's claim was for a pre-existing condition as defined in his policy.

I've gone on to consider whether it's fair of RSA to rely on that exclusion to turn down the claim. It might not be where a pet had symptoms of a condition prior to the policy being taken out but the policyholder couldn't reasonably have been aware of them. Or where they were aware but wouldn't reasonably have thought this would lead to investigation or treatment. In this case for the reasons I've already set out I think Mr D was aware of the pre-existing condition prior to taking out the policy. But he says he was reassured by his vet this was a one-off incident and his cat had returned to normal prior to this policy being taken out.

However, the vet's notes from October 2023 don't identify a clear cause for the problem (though reference a possible cruciate issue). The recommendation is for rest and pain relief medication. The notes don't say this was a one-off incident. And Mr D's view that his cat's health recovered after this visit doesn't match with the notes of the December visit. Those record him saying there had only been a slight improvement as a result of the pain relief medication. In any event the vet recommended a further examination in a few weeks following the 11 October 2023 visit. That doesn't suggest to me Mr D would have thought

this issue had been resolved (and that further treatment or investigation wouldn't be needed) when he took out his policy with RSA at the start of November.

Mr D has referenced obtaining further veterinary evidence in support of his position but that isn't something that's been provided to us to date. In any event if this is information that RSA hasn't seen it would need an opportunity to consider it. We could potentially look at any new decision it then reaches as part of a fresh complaint. But I don't think it was unfair of RSA to decline the claim based on the evidence currently available to it.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 2 January 2025.

James Park
Ombudsman