

## The complaint

Mrs H complains Royal & Sun Alliance Insurance Limited ("RSA") has unfairly declined a claim she made on a pet insurance policy.

## What happened

The details of the complaint are well known to both parties, so I won't repeat them in full here. Instead, I'll provide a summary of the main points which I believe led to this complaint and then focus on providing my reasons for my decision.

- Mrs H's pet dog "B" was being treated for separation anxiety and they were working with a behavioural therapist to overcome this. As part of that process B's reactions were recorded when certain training activities were undertaken, and it was noticed that B tended to lift her paw. In October 2023 Mrs H took B to the vets thinking the paw was swollen but no such swelling was found. Mrs H was advised to monitor B and the vet recorded in their notes the cause could be behavioural or something else.
- Mrs H took out the pet insurance policy with RSA at the start of November.
- The same day, B had a vaccination appointment and the vet notes report everything as being fine and B being bright, happy, waggy-tailed, and friendly. It also notes behavioural therapy training was said to be going well.
- On 22 November 2023 Mrs H took B to the vets as she reported she would limp in the mornings after lying down. The vet noted that B was favouring her right front leg during the examination. An anti-inflammatory pain killer was prescribed, Mrs H was advised to restrict B's exercise and bring her back if there were further problems within the next 10 days.
- On 4 March 2024 B was seen for swelling at the back of the leg, the notes also record that B showed an occasional head nod at walk and that she will hold her leg up if she does too much.
- On 13 March 2024 B was seen again and the swelling was noted to be much worse.
- B was subsequently referred to a specialist vet and later diagnosed as having an infiltrative lipoma which required surgery to remove.

Mrs H made a claim to RSA, but it declined the claim as it said B was suffering from the signs or symptoms of the illness (paw lifting/limeness) prior to taking out the policy. And that pre-existing conditions are not covered by the policy. It did however offer Mrs H £200 compensation as it recognised there were delays in dealing with the claim.

An investigator here considered the complaint and thought it should be upheld. She said that B lifting her paw initially was thought to be behavioural and no swelling or other issues were noted before Mrs H took out the policy. She was persuaded by the treating vet's evidence that it was impossible to say with certainty that the episodes were linked as B presented with no symptoms when examined in between these two appointments.

RSA disagreed and asked for an ombudsman to review the complaint. It reiterated the policy excluded any health issues which are known of before the start of the policy. It says B presented with signs and symptoms of the later diagnosed condition in October 2023, and therefore it is correct to decline the claim.

## **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 agree with the conclusion reached by the investigator for the following reasons:

- The policy Mrs H has does include a term that excludes any pre-existing health conditions, and this can include signs or symptoms of diagnosed or undiagnosed injuries or illness.
- It's a long-standing approach of our service that in order to consider whether it is fair to decline a claim in these circumstances, we'll consider what is known about the potential causes of the signs or symptoms. And we'll also consider whether the consumer should have reasonably been aware, at the time of taking out the policy, there was potential for a future claim to be made.
- Here it is documented that B was undergoing training for separation anxiety and her lifting her paw was thought to be related to that. The treating vet, who in this instance I find more persuasive as they physically examined B prior to the policy starting, confirmed they believed the paw lifting to have been anxiety related.
- Despite in October it being noted that Mrs H thought the paw was swollen, which I think is a natural assumption, no swelling of the leg or lameness was found when B was examined prior to the policy starting. Nor, was any swelling or lameness noted on the same day the policy was taken out. So, I don't think Mrs H would have been aware there was cause for a potential claim in the future.
- The first noted swelling of the leg was noticed after the policy was taken out and B was described to be limping at that time.
- Having reviewed all of the evidence available to me I'm not persuaded that it would be fair or reasonable to decline this claim simply due to the fact B was noted to lift her paw, prior to the policy starting. While I understand this is something dogs may do when in pain, no associated swelling or lameness was noted in the intervening period. I'm persuaded it is more likely than not, this was a behavioural symptom rather than a physical symptom of the later diagnosed condition. I will be directing RSA to reconsider the claim in line with the remaining terms and conditions of the policy.
- RSA has recognised that it could have dealt with the claim quicker and offered Mrs H £200 compensation. I think this is fair and reasonable in the circumstances and reflects the distress and inconvenience Mrs H was caused by this delay.

## **Putting things right**

To put things right RSA should do the following:

- Review the claim in line with the remaining terms and conditions. If the claim goes on to be accepted by RSA and Mrs H has made any payments towards the costs, RSA should reimburse her these amounts with interest at 8% simple per year from the date she made the payment to the date it pays Mrs H. (less any applicable excess)
- RSA should pay £200 compensation to Mrs H. If it has not already made this payment it must pay the compensation within 28 days of the date on which we tell it Mrs H accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

**My final decision**

My final decision is that I uphold Mrs H's complaint against Royal & Sun Alliance Insurance Limited. I direct it to put things right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 9 January 2025.

Alison Gore  
**Ombudsman**