

The complaint

Mrs F is unhappy with how Royal & Sun Alliance Insurance Limited trading as More Than ("RSA") has settled a claim made on her pet insurance policy.

Any reference to RSA includes the actions of its agents.

What happened

On 1 February 2024, Mrs F's dog ("Y") was seen by their vet, having been lethargic for two days and off their food. The vet noted Y had a temperature of 40.5C and diagnosed "pyrexia". Blood and urine samples were also taken.

Y was seen the following day. The medical notes say: *"improved today re demeanour. Appetite better but not 100%. No other signs"*.

Y was seen again on 7 February 2024. The medical notes say: *"[Y] been doing well last few days ('nuts' as usual) but shaking last night and quieter this am. No other signs"*. The vet diagnosed *"recovering UTI?? (nb urine culture negative)"* and a plan was made for Y to finish the course of antibiotics as his white blood count had *"reduced a bit"*. The vet advised that if there was no improvement however, an ultrasound would be required.

On 9 February 2024, Y was seen again and had a temperature of 40.5C and decreased appetite. The vet recommended Y stay in the hospital to be monitored and to receive intravenous fluids. An ultrasound was carried out as well, which said: *"unremarkable, just Ins enlargement indicating infection/inflammation."*

Medical notes from a visit on 12 February 2024 say: *"current meds seem to be helping, slow improvement each day. Still not 100% with his eating [...]"*. The vet said Y would continue on his current antibiotics and anti-inflammatory medication and would be reviewed in a week's time.

Y was next seen approximately one month later on 14 March 2025, the vet recorded:

"Examine – subdued, head carriage sl low, pain on lateral flexion of neck and some discomfort on dorso and ventro flexion [...] temp 40.2. Given recurrent pyrexia and neck pain would strongly advise referral. Concerns re: meningitis/other IM conditions."

Y was referred to a specialist vet who diagnosed and treated *"IMPA (immune-mediated polyarthritis) and co-occurring SRMA (steroid-responsive meningitis arteritis)"*.

Mrs F submitted two claims to RSA. The first was for treatment of a "urinary condition", the second was for treatment of "IMPA". RSA accepted both claims, but it didn't cover the full cost of the "IMPA" treatment. It said it was linked to the earlier treatment for a urinary condition, and so, it was one illness, subject to one policy limit of £4,000 – and any treatment costs above the policy benefit wouldn't be covered.

Mrs F didn't agree saying treatment for the urinary infection was separate to the treatment Y

received at the specialist vets for IMPA. RSA didn't change its position. And so, Mrs F brought a complaint to this Service.

An Investigator considered it but didn't uphold it. He was satisfied RSA had reasonably concluded the treatment Y received for the presumed urinary infection in February 2024 was linked to the treatment he received in March 2024 for IMPA. Mrs F disagreed and so, the complaint has been passed to me for an Ombudsman's 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 industry rules and guidance say insurers must deal with claims promptly and fairly; support a policyholder to make a claim; and not unreasonably reject a claim.

The policy says:

"Each accident or illness is covered for up to £4,000 of vet treatment, there is no limit to the number of accidents or illnesses you can claim for in a period of insurance."

"The vet fee limit reinstates each year as long as you renew your policy with no break in cover. Once the limit for each accident or illness is used up, you will no longer get help paying vet bills for that accident or illness until you renew your policy."

I'm satisfied the policy makes it clear each illness is subject to a limit of £4,000 per year. But what I need to decide is whether RSA's decision to link treatment for the urinary condition to the IMPA treatment - and consider it *one* illness, subject to *one* policy limit - is fair and reasonable in the circumstances. I'm satisfied it is and I'll explain why.

It's not in dispute that Y had recurrent pyrexia (fever) before the referral to the specialist vet. The medical notes show "Recurrent pyrexia" along with "neck pain" was the reason for the referral. But Mrs F has said the pyrexia was attributable to a urine infection, not IMPA. So, I've looked at the evidence to see if, on balance, it supports Mrs F's or RSA's position.

RSA's in-house vet has said:

"The vets are focussing around the "possible" UTI but my point was more around the intermittent pyrexia as the more significant sign. Pyrexia of unknown origin can have many causes and it looks like this ultimately led to the finding of IMPA, with the neck pain component presenting later, but with pyrexia being a consistent feature. Even the referral mentions the 6 week history of intermittent pyrexia as a clinical sign being investigated."

"As a UTI was not actually confirmed and was a presumptive diagnosis and did not resolve the pyrexia, it seems more likely this was a red herring and IMPA is the dominant issue."

So, RSA's position is the recurrent pyrexia is of an unknown origin and is most likely attributable to IMPA, not a urine infection.

From what I've seen, Y's treating vet didn't make a conclusive diagnosis of a urinary infection. I say this because the medical notes on 7 February 2024 say the urine culture was "*negative*", and the vet has put a question mark next to "*recovering UTI*" when stating the diagnosis. I think it's reasonable to say the inclusion of the question mark is indicative of there being uncertainty over the diagnosis.

When RSA asked Y's treating vet for their comments on its intention to link the urinary condition and IMPA treatment, Y's vet said:

"This was an unusual case which I presumptively diagnosed as a urinary tract infection. [...] He was improving on the treatment for UTI, and despite a negative culture, it appeared the diagnosis was reasonable and [Y] was recovering. At no point prior to 14/03/24 was neck pain (or joint swelling) noted. [...] There appears to be a period of 3 weeks or so when he was generally well and not on treatment."

The vet went on to say:

"I don't feel I can either agree or disagree with your decision. [...] in my opinion it's equivocal. It's possible that the urinary infection was a separate issue but I accept your argument that it could have been that my presumptive diagnosis was incorrect and actually Y was suffering with IMPA all along. In the absence of a positive urine culture, I'm unable to provide conclusive evidence of a UTI."

In short, the vet wasn't able to say either way whether Y had a UTI or was suffering from IMPA all along. And I think it's fair to say the vet acknowledges there is doubt over the UTI diagnosis that was made at that time.

Mrs F has said urine culture tests are unreliable – and that Y's vet had told her this at the time of the test. But she's not provided persuasive evidence to support this position, and I can't see this was mentioned in the clinical notes at the time. Conversely, RSA's vet has said negative culture results rules out UTI's in 90-95% of cases. So, on balance, I'm not persuaded it's unreasonable for RSA to rely on the results of the urine test when forming its decision.

The specialist vet said IMPA wouldn't have responded to the antimicrobial treatment Y was receiving in February 2024, therefore, suggesting a UTI was present. However, the vet also says:

"It is not possible to know if these initial signs [lethargy, reduced appetite, and increased temperature] were due to his immune mediated condition. Immune mediated conditions can wax and wane."

"I did not examine [Y] during his investigations in February. No abnormal gait or neck palpitation was documented within his notes. Therefore, it is not possible for me to know if this was a different problem or linked to his current diagnosis"

Whilst I take on board the vet's comments regarding the antibiotics, they also acknowledge the initial signs could have been due to Y's immune mediated condition.

Mrs F has said protein in Y's urine is supportive of there being a urine infection. But RSA has said the protein was present before, during and after Y had treatment for IMPA.

I've looked at the clinical records and this observation is reflected in them. I also note the specialist vet recorded *"Urinalysis revealed moderate proteinuria. We suspect this is secondary to systemic inflammation but should be monitored."*

As IMPA is a joint inflammation condition and the specialist vet has said they suspect *"proteinuria to be secondary to systemic inflammation"*, I think it's reasonable for RSA to conclude the proteinuria, which was apparent in February 2024, to be more likely than not related to the yet to be diagnosed, IMPA.

Ultimately, it's not my role to decide whether Y had a urine infection in February 2024 or was showing the early signs of IMPA. My role is to decide whether RSA has shown, on the balance of probabilities, and in light of the available evidence, the treatment for the urinary condition was linked to the treatment for IMPA.

I acknowledge the presumptive UTI diagnosis might have been reasonable at the time it was originally made, but this was before Y presented with a recurrent fever – and before his health change dramatically – resulting in a hospital admission, and then referral to a specialist vet.

It might be reasonable to conclude the treatments were for separate illnesses *if* the infection for which antibiotics were given had cleared and was followed by for example, a few months where Y was fine. But here, despite antibiotics for a presumed urinary infection, Y was seen only one month later with worsening symptoms of IMPA. And this followed recurrent pyrexia, lethargy, and a lack of appetite – all of which are symptoms of IMPA - and which had started only six weeks earlier.

This, together with: the referring and specialist vets' comments that it "could have been IMPA all along"; the question mark over the UTI diagnosis in the absence of a positive urine culture test; the relevance of "*recurrent pyrexia*" in Y's clinical history when the referral was made; the specialist vet's comment that IMPA can "wax and wane"; the presence of proteinuria throughout – and not only at the time of the UTI diagnosis; satisfies me RSA has, on balance, shown its conclusion to link the treatments was reasonable.

So, in the absence of persuasive clinical advice which says the symptoms Y presented with in February were clearly separate to the IMPA, I'm satisfied RSA has acted fairly by linking the treatments and limiting cover to the maximum benefit applicable for one illness.

I appreciate my decision will be very disappointing for Mrs F. As a prudent pet owner, I understand she'll have Y's best interests at heart, but for the reasons set out above, I'm not upholding this complaint.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 28 March 2025.

Nicola Beakhust
Ombudsman