

## **The complaint**

Mr H made a claim on his Royal & Sun Alliance Insurance Limited ('RSA') pet insurance policy, which RSA declined.

Mr H says RSA treated him unfairly.

## **What happened**

In June 2024, Mr H's pet insurance policy with RSA started to run. He made a claim on the policy the following month for consultation and treatment to his pet for chronic otitis in both its ears. RSA considered the claim and declined it. They said the pet's clinical history supported that it had had otitis in both ears in August 2023 and therefore that the condition Mr H was claiming for was pre-existing in accordance with its policy terms.

Unhappy, Mr H complained to the Financial Ombudsman Service. Our investigator considered the complaint but concluded it should not be upheld. Mr H does not 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 H's complaint against RSA. This is why.

The starting point is the policy terms. They set out that cover is not available for pre existing conditions. These are defined as:

*“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”.*

Mr H doesn't consider the problem with his pet's ear in August 2023 could be considered to have anything to do with the problem he claimed for in June 2024. He's argued that the problem with his pet's ear in August 2023 was a one off incident and so far apart in time that it couldn't reasonably be considered to have anything to do with the problem that occurred 10 months later. He also says that this was only a problem with one of his pet's ears and not both and has provided a photograph of the drug box his says his pet was given as treatment which sets out that it was to be applied to its right ear only and not both. Mr H says this supports that the conditions aren't linked.

I've considered this evidence alongside what RSA's vet has said, the nature of the illness the pet was diagnosed with in June 2024 and what is recorded in the pet's clinical notes. The otitis the pet suffered in June 2024 was described as chronic and affecting both its ears. The reference in itself means the illness was persisting for a long time or constantly recurring. There is no explanation in the clinical notes or from the vet in this case to suggest why this

wouldn't have been an accurate description.

In August 2023 the clinical notes record that the otitis is bilateral and that the left ear is worse with the pinna very inflamed as well. On the follow up appointment the notes record the ears are much better and refer to both the right and left still having a bit of wax so Mr H should continue with the drops until the bottle is finished. Mr H has since produced a photograph of a box of medication which is difficult to read. He says this supports the problem was with his pet's left ear only. The writing that can be made out refers to the drops being applied to the left ear only. I can't tell if this is the same treatment that was prescribed for his pet in August 2023 but if it was then there is no explanation from him or his vet to support why that might be, given the clinical notes record otherwise and on two occasions that the problem affected both ears and that both ears were reviewed on return to the vets and it was recommended that treatment for both continue until the drops are finished.

RSA's in house vet has said that one of the primary causes of canine ear infections is allergies and that otitis externa may be the first or only sign of this. They also said that what starts out as a simple ear infection often becomes a chronic problem until the underlying allergy is diagnosed.

Mr H's pet's notes clearly support otitis in both ears 11 months before. The subject of his claim was for chronic otitis. Mr H has not provided anything to support why the conditions were different in origin and therefore unrelated to each other nor why the condition was referred to as chronic. I think that on balance, RSA have demonstrated that the conditions were therefore medically linked given they were essentially the same. As such I think it was fair for them to apply the policy exclusion in the way that they did.

I appreciate my decision will come as a disappointment to Mr H but for the reasons I've set out I don't think RSA treated him unfairly given the weight of the evidence supported that the exclusion they applied was well supported.

### **My final decision**

I don't uphold Mr H's complaint against Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 April 2025.

Lale Hussein-Venn  
**Ombudsman**