

## **The complaint**

Miss E's complaint is about claims she made on her Royal & Sun Alliance Insurance Limited ('RSA') pet insurance policy, which were declined.

Miss E feels RSA treated her unfairly.

## **What happened**

Miss E took out pet insurance underwritten by RSA in June 2024. 13 days later her pet started exhibiting blood in its urine and required investigation and treatment. It was eventually diagnosed with uroliths (stones in the urinary tract), following which Miss E made a claim under the policy. RSA considered this claim and concluded it was not covered because the policy excluded claims for signs or symptoms of conditions which had presented in the first 14 days of the policy.

In September 2024, Miss E made a further claim on the policy for investigations into her pet urinating in the home at night. Investigations into the cause of the problem included whether the pet had a tumour in its bladder wall. When the vet submitted a claim on behalf of Miss E, they linked it to the previous claim for uroliths. As a consequence, RSA wasn't able to consider it until the claim was made on a standalone basis. Miss E's vet did this, but RSA concluded the problems being investigated were linked to the earlier claim and therefore was not covered.

Our investigator considered Miss E's complaint and concluded it should be upheld as far as the customer service she received was concerned but not in relation to RSA's decision to decline her claims. RSA agreed with this opinion. Miss E did not however 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 uphold Miss E's complaint for broadly the same reasons and in the same way set out by the investigator. This is why.

*"We don't pay for illnesses which you or your vet were aware of in the first 14 days of your policy first starting, or any illness that develops from them. By illness we mean both diagnosed illness or signs or symptoms of illness (undiagnosed illness)."*

It's clear from the pet's clinical notes that the problems it presented with initially in July 2024 were within the first 13 days of the policy starting so no cover was in place for the diagnosis and treatment of uroliths. And although I can see that the pet was being investigated for other illnesses before a claim was submitted in September 2024 and that advice was given about what this might mean for it, the final diagnosis by the vet appears to be that the pet had a urinary tract infection. This is noted in the pet's clinical notes on 28 August 2024. Those notes set out that although the vet was waiting for results of a possible tumour (TCC),

the condition looked to be a urinary tract infection and that the good news was that the pet was responding to first line medications. The pet was not eventually diagnosed with TCC or any other condition and the matter resolved.

Miss E feels it was unfair for RSA to turn down her claim on the basis that the outcome of the investigations into the TCC was not known at the time and she and the vet didn't know what the cause of her pet's problem was when she made her claim in September 2024. I think that on balance the clinical notes I've seen support that the pet's subsequent problems did develop from the uroliths- which I've determined was not covered by the policy. I say so because their inhouse vet was able to interpret the clinical notes to support that on balance, it was very likely the infection occurred as a consequence of surgery for the uroliths- particularly because the pet was responding to antibiotics. Taking account the proximity of time between the surgery for uroliths occurring, the connection between the illnesses in that they were both related to the urinary tract, and the fact that Miss E hasn't provided any veterinary evidence to demonstrate the conditions were independent of each other, I don't think that's an unreasonable conclusion. And although the outcome of the testing for TCC was not known at the time, I think there was enough information available to RSA to allow them to determine that this second problem was linked to the first. Because of this I don't think that it was unreasonable for them to decline Miss E's claim. Had Miss E been able to demonstrate that the urinary tract infection was standalone and unrelated to the earlier surgery with reference to her own veterinary evidence, I might have been more persuaded, but in the absence of that, I don't think RSA did anything wrong here.

In his view, the investigator said that RSA didn't explain why the claim was not covered adequately, such that it might have prevented Miss E's complaint to the Financial Ombudsman Service and helped her to understand why their inhouse vet reached the view they did. I agree with this. It's clear from Miss E's correspondence with RSA that she was finding the claims process frustrating and looking for clarity around why her claims had been declined. RSA simply said that her pet had shown signs or symptoms of the problems it was diagnosed with within the first 14 days of the policy and that its inhouse vet supported this view. If RSA had explained why this was the case- namely why the evidence they'd seen pointed towards the infection being linked to the surgery for uroliths- I think Miss E would have been better informed and potentially able to accept their position. I think that RSA's responses were vague and unhelpful and agree that they should do more to put things right.

### **Putting things right**

RSA should pay Miss E £100 in compensation for the stress, frustration and inconvenience they caused her by failing to properly explain why her second claim was declined.

**My final decision**

I uphold Miss E's complaint and direct them to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 7 April 2025.

Lale Hussein-Venn  
**Ombudsman**