

## **The complaint**

Mr W's complaint is about a claim he made on his Royal & Sun Alliance Insurance Limited ('RSA') pet insurance policy, which RSA declined.

Mr W says RSA treated him unfairly.

## **What happened**

Mr W made a claim on his RSA pet insurance policy for dental treatment to his pet. RSA initially declined the claim in error on the basis that Mr W's pet had not had a dental check-up within the preceding 12 months. They later acknowledged they had made a mistake when reaching that conclusion. Instead, they later turned the claim down because they thought the condition Mr W was claiming for was pre-existing, meaning that it showed signs or symptoms before the policy started to run in January 2023. RSA also apologised for the confusion and accepted the service they had provided fell below the standards they'd expect to have delivered. As a result, they offered Mr W £100 in compensation but remained of the view his claim should be declined.

Unhappy Mr W complained to the Financial Ombudsman Service. Our investigator considered his complaint and concluded it should be upheld. He said that RSA should pay the claim plus interest at 8% per year simple and a further £100 in compensation. RSA didn't 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 Mr W's complaint for broadly the same reasons set out by the investigator. This is why.

The starting point is the policy terms. They exclude claims for pre-existing conditions which 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*".

In this case RSA say Mr W's pet's condition was pre-existing because the pet's medical notes record minor plaque in 2020 and a record of "*Dental grade- 1/5*" in 2022 was also made. The claim that is the subject of this complaint was for dental care including the extraction of various teeth and a scale and polish. The notes record Mr W noticed gum disease and that there was a build up of plaque on some of the pet's teeth as well as general

plaque.

It's true that there are two distinct entries in relation to the pet's teeth in the vet's clinical notes in both 2020 and 2022 but I'm not satisfied that we would fairly interpret the entries in those notes as being pre-existing conditions, despite the definition relied on by RSA. I say so for two reasons; In 2020 whilst the notes say *"mild plaque observed in all pieces (canines and incisors (score 1/3.."* there is nothing to support that any treatment was recommended to the pet at all, nor that the plaque observed was something likely to cause any problems in future if left untreated. Equally the entry in 2022 records nothing apart from *"Dental grade- 1/5"*, again with no suggestion of treatment or clinical advice. Secondly, the evidence of Mr W's treating vet is that *"every pet will have daily plaque on the teeth if owner cannot brush the pet's teeth every day. This is not the same as Calculus build up or gingival disease and a vet advising dental treatment at the time, which was not recommended or advised on (in 2020)"*. The vet also goes on to say that a dental check was performed in 2022 and no dental treatment was required to be advised by the attending vet. In light of this I'm satisfied that the plaque and dental grade observed in the pet was consistent with a pet whose owner doesn't brush their teeth every day, which we would consider to be objectively normal.

I appreciate that two years later, in 2024, Mr W's pet required dental treatment, but that in itself is not evidence of the earlier plaque rendering the condition to be pre-existing. And given the considerable gap in time, I don't think it's reasonable to conclude that the observations noted in 2020 and 2022 in the pet's clinical notes were obvious pre cursors to this treatment being necessary and crucially that the pet was exhibiting signs of symptoms of the gum disease and the necessity to have teeth extracted later, as claimed for in 2024.

RSA have made much of the dental scale applicable by vets generally to dental issues. They've referred to a grading scale they use which seems to differ from that used by Mr W's vet and the evidence of the pet's vet is that the pet had healthy gingiva at the time. I haven't placed much weight on either of these scales in this case because I don't think they support that the pet was exhibiting signs or symptoms of the problem it eventually required treatment for before cover was in place, for the reasons I've already set out. This is because had the numbers recorded from whatever scale was used been of concern, I would have also expected the clinical notes to record something to express this such as a recommendation of treatment, or advice at the very least. And the evidence of the pet's vet is that the plaque observed on the pet's teeth in 2020 was consistent with a pet whose owner doesn't brush their teeth every day, which I've already said I consider to be objectively normal. As for the 2022 entry, even if I accept that the entry accurately tallies with the pet's vet's grading scale for "established gingivitis" I would need to be satisfied that this meant that the vet noted a problem but didn't advise on any treatment. The vet's own grading scale notes that type of gingivitis as "reversible" which suggests treatment was possible. I find it unlikely that if this entry accurately relates to a diagnosis of established gingivitis that no veterinary advice would have been given to reverse it. Because of this I'm not persuaded that the reference to *"Dental grade- 1/5"* does properly tally with what was observed in the pet at the time. In addition, the pet's own vet's testimony is that the grading system is subjective to the person assessing the teeth and that no dental treatment was required at this time. For those reasons I'm not persuaded by the submissions made by RSA about the relevance of the grading scale here.

That said, I do accept that the most likely progression of plaque, once it falls outside of healthy limits, does lead to the necessity for the type of dental treatment that the pet eventually had in this case. But I don't think that's the case here and it's not clear why RSA consider the two occasions noted within Mr W's pet's clinical notes in 2020 and 2022 to be the pre cursors for this treatment, when there is little evidence to support there were problems with the pet's teeth on those occasions. Rather I take the view that the identification of plaque on a standalone basis (without any recommendation of treatment or

other concern) by a vet does not render a claim for subsequent dental treatment to be pre-existing, particularly where there is such a long gap in time before dental disease is identified, and treatment is recommended.

For the reasons set out above, I uphold Mr W's complaint against RSA and direct them to put things right as I've set out below.

### **Putting things right**

RSA should pay Mr W:

- his claim subject to the remaining policy terms.
- interest at 8% per year simple one month from the date the claim was made, until it is paid.
- compensation of £100 in addition to the previous award made for the impact RSA's actions had on Mr W. The decline of his claim was unreasonable and would no doubt have caused him both distress and inconvenience.

### **My final decision**

I uphold Mr W's complaint against Royal & Sun Alliance Insurance Limited and direct them to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 25 April 2025.

Lale Hussein-Venn  
**Ombudsman**