

The complaint

Mr D complains that Royal & Sun Alliance Insurance Limited ("RSA") would not agree to cover treatment costs on his pet insurance policy.

What happened

On 8 January 2024 Mr D took out an insurance policy for his dog, underwritten by RSA, with cover to start on 30 January. He had previously been with another insurer but was unhappy with the renewal price quoted.

In October 2024, Mr D's vet contacted RSA to seek pre-authorisation for the cost of anal saccullectomy surgery. After reviewing the clinical notes, RSA said the first clinical sign of anal gland issues was on 2 January 2024, which was before the policy started. So this was a pre-existing condition, and pre-existing conditions are not covered by the policy.

RSA said it would not authorise the costs of the surgery, so Mr D complained. RSA didn't change its decision, but accepted there had been some poor service and paid compensation of £50 for the distress and inconvenience caused by that.

Our investigator said there had only been one incident before the policy started, and when Mr D bought the policy he wasn't aware that his dog had any illness or condition that was likely to need treatment. So it was not fair to say this was a pre-existing condition.

The investigator said RSA should cover the costs of the surgery when it took place, and make a further compensation payment of £150.

RSA disagreed and provided further comments, but the investigator didn't change her view. So RSA has requested 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 does not cover pre-existing conditions -

"We do not pay for health issues, concerns, illnesses and injuries which you or your vet were aware of before you took out the policy, they are known as pre-existing conditions. A full explanation is shown on page 16."

The full explanation is as follows:

Health issues, concerns, illnesses and injuries which you or your vet were aware of before you took out the policy, they are known as pre-existing conditions, they are:

- *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.*

So the key issue is whether Mr D (or his vet) was aware, before the policy started, that his dog had an existing condition, illness or health concerns.

The surgery Mr D wanted authorisation for relates to his dog's anal glands. The clinical notes from 2 January 2024 say Mr D told the vet his dog had an itchy bottom and had been scooting. The vet said they could check the anal glands and if they were full that might be the cause.

The vet said Mr D's dog might need regular gland expression, but couldn't say how often that would be. So Mr D wouldn't have known at that point whether his dog would need anal gland expression in future. The vet didn't mention any illness or any treatment beyond possible anal gland expression, and they said was a routine procedure carried out to enable a natural process.

RSA has itself said the first sign of any issue was on 2 January 2024. As I've explained, as far as Mr D was concerned, there had been one incident where his dog had some discomfort. He wasn't told his dog had any illness or medical condition.

I appreciate Mr D's dog did later need to have his anal glands expressed, but that was after the policy started and the vet explained that was something routine, which some dogs needed. The situation appeared to resolve but in September 2024 Mr D raised concerns again. The vet said the issue might in fact be an allergic skin problem. It wasn't until October that surgery was discussed.

In these circumstances, I don't think it would be fair to say, from that one incident before the policy started, that Mr D knew his dog had a condition or illness. His vet hadn't said that. So it wouldn't be fair, in the circumstances of this case, to say this was a pre-existing condition.

Mr D also raised some concerns about the questions he was asked when he bought the policy. He was asked whether his pet was in good health. The vet's notes from 2 January 2024 don't mention any illness or medical condition. So it would be reasonable to say there were no concerns at the time.

The crux of the matter in this complaint is whether it was fair for RSA to say Mr D was aware his dog had a pre-existing condition and, for the reasons set out above, I don't think it was. It follows that if Mr D claims the treatment costs for the surgery, RSA should not decline this as a pre-existing condition, and should settle the claim in line with the remaining policy terms.

RSA acknowledged some poor service, in particular that it gave Mr D the impression it might authorise the claim, when that wasn't the case. RSA paid some compensation for that, which was fair. But the refusal to cover the treatment costs left Mr D unable to go ahead with the surgery and has caused him a great deal of distress about his dog's condition. He has also been put to considerable trouble dealing with this. It's fair that some further compensation is paid to acknowledge this.

My final decision

I uphold the complaint and direct Royal & Sun Alliance Insurance Limited to

- Cover the claim for the saccullectomy in line with the remaining policy terms.
- Pay compensation of £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 April 2025.

Peter Whiteley
Ombudsman