

## **The complaint**

Mr V complains that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined a claim under his pet insurance policy.

Where I refer to RSA, this includes the actions of its agents and claims handlers for which it takes responsibility.

## **What happened**

The detailed background to this complaint is well known to both parties, so I’ll only summarise the key events here.

Mr V holds a pet insurance policy for his dog “M”, underwritten by RSA, effective from 19 June 2023.

In September 2023, M required spinal surgery to treat Intervertebral disc disease (IVDD). So Mr V made a claim on his policy. But RSA declined it as a pre-existing condition on the basis that M had suffered back pain in April 2022 which it said was linked.

Mr V didn’t think this was fair. He said there was no diagnosis in April 2022 and back pain can be caused by a number of different conditions. M’s treating vet has confirmed there is no evidence to show the conditions are related.

RSA maintained its rejection of the claim, so Mr V raised a complaint which he brought to our Service. And our Investigator upheld it. He wasn’t satisfied RSA had established a link between the back pain and the diagnosis of IVDD over a year later, so he didn’t think it had declined the claim fairly. He said RSA should pay the claim plus interest and compensation.

As RSA didn’t agree, the complaint has been passed to me to decide.

## **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.

I’d like to reassure all parties to the complaint that whilst I may have condensed what they’ve told us in far less detail and in my own words, I’ve read and considered all submissions. I’m satisfied I’ve captured the essence of the complaint and I don’t need to comment on every point individually, or possibly in the level of detail they’d like, in order to reach my decision. This isn’t meant as a discourtesy but simply reflects the informal nature of our service.

The Financial Conduct Authority’s (FCA) Insurance Conduct of Business Sourcebook (ICOBS) requires businesses to handle claims promptly and fairly, provide information on the claim’s progress, and to not unreasonably reject a claim. I’ve kept this in mind when considering Mr V’s complaint.

When making a claim under an insurance policy, the onus is on the policyholder to prove they have a valid claim. If they do, the insurer should cover the claim unless it can prove that a policy condition or exclusion applies.

In this case, Mr V has shown that his dog required treatment for IVDD, which is something the policy provides for. So, on the face of it, he's demonstrated that he has a valid claim.

As RSA seek to rely on a policy exclusion to decline the claim, the onus is on it to show the exclusion applies. The relevant policy terms say:

*"We will 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, 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."*

RSA consider M's IVDD to be a pre-existing condition because of the following entries in his medical history:

25/04/2022      squealing this am when moving around, was bit slow yesterday, pain in prox lumbar, sl proprios slowing bilat + reduced panniculus caudally, can walk around ok, t 102.9 but think due to stress and spasm. nn signs mild, will manage conservatively bup/nsaid/diaz. Advise if worsens then could need referred, bring for rpt onj opiod tom am if looks too painful, otherwise strict rest 4wk.

29/04/2022      in last 24h [owner] has noticed haematuria and pollakiuria. Normal thirst. Ate yesterday, not fed yet today (fed sid at teatime). Doing much better on pain meds [with respect to] back pain and comfort levels. T = 39.1C. Abdo palp [no abnormality detected]. Rest of exam [no abnormality detected].

Plan: add kesium to current meds for 7d and review. If relapse/not responsive then needs xrays/bladder scan. Given concurrent backpain consider discospondylitis might link the two issues but perhaps odd to start with back pain not urinary tract infection signs.

RSA say discospondylitis is an infection of the vertebral endplates and associated intervertebral disk. In dogs, this typically starts in the vertebral end plate, then spreads to the adjacent intervertebral disc, and the early clinical signs is backpain. In summary, it considers the April 2022 discospondylitis to be related to the September 2023 diagnosis of IVDD and has put forward medical arguments as to why that's the case.

Whilst it may be correct that discospondylitis is linked to IVDD – and I don't know that to be the case as I'm not a vet – I'm not satisfied M was ever diagnosed with discospondylitis or any spinal condition prior to the start of this insurance policy. I don't dispute that M had back pain in April 2022, but within days he was found to have pollakiuria and haematuria (frequent, abnormal urination and blood in urine). It's common for problems with the bladder

and kidneys to cause back pain. And, in fact, the vet acknowledges that treating the possible UTI is primary.

The vet suggests that discospondylitis might be the issue given the concurrent back pain which would explain why M was suffering from both at the same time. But no x-rays or scans were carried out to establish if that was the case. And as M didn't return to the vets for either of these issues, they weren't explored any further. It appears the antibiotics and diazepam resolved the problem. And M didn't experience any further back complaints for a period of 16 months thereafter.

As no investigations were carried out in 2022 as to the cause of the back pain and there were other issues at the same time which could've caused it, there is no persuasive evidence for me to fairly link the two conditions. It's not enough to simply say that as both issues affected the back, there were connected. To say they're linked on the actual evidence available would be speculative and presumptuous. This is supported by the treating vet's statement to RSA which says:

*"It is challenging to determine if the reported back pain and slightly delayed proprioception in April 2022 are related to the intervertebral disc disease.*

*Abdominal pain and back pain can sometimes have similar symptoms, and in some cases, it may be challenging to distinguish between the two locations of pain without additional tests, such as an abdominal ultrasound, radiographic study, CT scan, MRI scan, etc.*

*If spinal disorders are not treated with rest and NSAIDs for at least six weeks, it can lead to deteriorating neurological symptoms in the short-medium term. The episode reported in April 2022 did not appear to be followed by the use of NSAIDs, but only Diazepam according to the clinical history."*

Based on the information provided, I'm not persuaded the IVDD is a pre-existing condition. But even if I was, our Service's approach to complaints of this nature is to also consider whether Mr V knew – or ought reasonably to have known – there was something wrong with M that was likely to lead to investigation / treatment before he took out the policy.

Regardless of the cause of the back pain, it seemed to be resolved within a matter of weeks and hadn't reoccurred for 14 months by the time this policy started. So I don't think Mr V took out his policy with RSA knowing that M had an unresolved back problem which was likely to lead to investigation / treatment and ultimately a claim on his insurance.

For these reasons, I'm not satisfied RSA has acted fairly and reasonably when declining this claim as a pre-existing condition.

### **My final decision**

For the reasons I've explained, I uphold this complaint and direct Royal & Sun Alliance Insurance Limited to:

- pay Mr V's claim, minus any policy excess and up to the policy limits, plus 8% simple interest per annum from the date the vet was paid until the date he is reimbursed.
- pay compensation of £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 9 June 2025.

Sheryl Sibley  
**Ombudsman**