

The complaint

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

What happened

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

Mr P held a 12-month pet insurance policy, underwritten by RSA, effective from 30 May 2024.

In September 2024, a claim was submitted for the associated vet fees as Mr P's dog had a mammary mass removed.

RSA declined the claim. It said Mr P's dog had previously suffered with mammary masses in April 2021. It said the latest mass was linked as it is hormonal. It said this was therefore a pre-existing/linked condition which is excluded under the policy terms.

Mr P disagreed with this outcome because the presentation of the tumour was different to the previous presentations in April 2021. He therefore doesn't believe they are linked or pre-existing.

Mr P, unhappy with RSA's response, brought his complaint to our Service. In summary our Investigator didn't think it was fair for RSA to link the condition and said RSA should accept the claim and associated treatment costs. It should add 8% simple annual interest on claim settlement from date of the claim decline to the date RSA make payment.

Mr P accepted although he still feels his dog didn't have tumour but a bacterial infection.

RSA said in summary that a new mass can form due to the same underlying condition and under the policy it excludes "illnesses or injuries which are medically linked to existing illnesses, injuries or physical abnormalities." It says the treating vet has not confirmed that the new lump doesn't have the same proximate cause as the previous lump removed and it says had the vets not been concerned of recurrence it wouldn't have checked for this in the visit that occurred on 23 May 2022.

The complaint has been passed to me, an Ombudsman, to make a final 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 rules and guidance require businesses to handle claims promptly and fairly, provide information on the claim's progress, and to not unreasonably reject a claim.

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 P has shown that his dog required treatment after he noticed his dog had an inflamed nipple which had a foul smell. The mass was removed by his treating vet. So, on the face of it, he's demonstrated that he has a valid claim.

As RSA seek to rely on a policy exclusion, the onus is on it to show the exclusion applies.

The relevant policy terms say:

"We pay vet fees from the first date your pet has treatment for each separate or connected illness. Or accident. Payments carry on until the vet fee limit shown on your policy schedule is used up. There is no time limit for how long payments will be made with this cover.

We don't 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."*

So, for RSA to decline a claim as a pre-existing condition they need to sufficiently demonstrate both that the condition first occurred prior to policy purchase and wasn't resolved or that it reoccurred. Or, that the condition is linked by the same underlying cause. And they need to prove Mr P should've reasonably been aware the condition was pre-existing.

Based on the evidence provided, I can see from the medical notes in May 2021 Mr P's dog did have two mammary tumours, which were very small lumps – pea sized, they were removed, and the dog was spayed at the same time. These were sent to histology and the notes recorded say:

"Examination - histo results show complete excision with no lymphatic spread, therefore favourable prognosis. Discussed with O"

In May 2022, Mr P's dog went for its booster and the vet noted *"no palp mam lumps, no signs recurrence nad on exam"* I'm satisfied that both the vet and Mr P considered the condition to have been fully resolved and not recurring.

The medical notes from 2024 say:

"Elliptical incision made around the right caudal abdominal mammary gland, very ulcerative and exudative and pedunculated. Blunt dissected around soft tissue, removed mass. O does not want to send off for histo. Closed subcut and skin with 3-0 monocryl, intradermals placed."

“O very worried as wound burst out 3d ago - concerned all the tumour may have not been removed, asking why we didn't do a mammary strip. dog well in self discussed poss infection (pre or post op) vs tissue necrosis due to infiltrative tumour – histo declined so likely not to know. Explained mammary strip much bigger procedure with higher risk of complications swab taken for c&s - explained why good idea start on AB, suspect will clear up once infection cleared but did discuss possible need for revision sx but think unlikely”

Our Investigator asked RSA for statement from its in-house veterinarian as to why it says the condition was pre-existing.

In summary it said:

“Mammary tumours (both, benign and malignant) in dogs develop because of the effect oestrogen and progesterone on the mammary tissue. This is the reason why veterinary surgeons recommend early neutering of female dogs – to remove the ovaries that are producing these hormones....

Mr P's dog “was neutered in 2021 at the age of 9 years old, and she also had mammary tumours removed at that point. Neutering when mammary masses are removed is good practice, but will not prevent development of further mammary masses, as the changes caused by the oestrogen and progesterone in the mammary glands have already happened. She had further mammary masses removed in 2024. However, these developed due to the same underlying process as the mammary tumours from 2021.

The mammary tumours from 2021 and 2024 share the same proximate cause”.

Mr P's vet has said:

“I would like to dispute this claim as no histology was performed on the mass, therefore the aetiology of it remains unknown.” ...”

“...the mass that was removed 3 years ago was completely excised. The recent mass is therefore a completely new mass...”

RSA have also said when Mr P's dog was seen on 23 May 2022 and the vets' notes shows that the dog was checked for mammary lumps and no sign of reoccurrence was recorded. RSA says this shows that the vet was actively keeping an eye on this and had they not been concerned they wouldn't have checked or noted this on the clinical notes.

I have therefore considered if I am persuaded this was a pre-existing condition.

And from what I've seen I'm not. It isn't disputed that Mr P's dog had two mammary tumours removed in 2021 prior to the start of the policy. But the tumours presented very differently - the first presented as small lumps the latter nipple distortion with a foul smell and these were three years apart.

Due to cost and age of Mr P's dog, Mr P declined histology to be completed on the latest tumours which means underlying cause cannot be established.

Whilst I appreciate RSA strongly believe the tumours share the same proximate cause, I'm not persuaded by RSA's statement that all mammary tumours share the same underlying cause and therefore this treatment should be excluded as a pre-existing condition. Several other factors are also thought to play a role in causing mammary gland tumours not just

hormones i.e. genetics, body condition and diet. And I'm satisfied the treating vet said the surgery had been fully successful and there was no re-occurrence.

So, even if I was persuaded the mammary masses are the same/linked, which I'm not. When considering whether a condition can be fairly excluded as pre-existing, our Service will always consider whether the consumer knew – or ought reasonably to have known – there was something wrong that was likely to lead to investigation/treatment before the policy started. And in this case, I'm not persuaded Mr P knew there was an unresolved problem with his dog that could lead to further investigation/treatment.

In addition, whilst I acknowledge the vet notes show the vet checked for lump reoccurrence, I am satisfied that this would be standard practice and it wouldn't necessarily indicate to Mr P that there was something to be aware of, especially as nothing was found to be untoward.

For these reasons, I don't think RSA has acted fairly and reasonably when declining this claim as a pre-existing condition. I will therefore be directing it to accept and pay the claim including any associated treatment costs as I note the medical history notes also say that there may have been either a pre or post operation infection, or this may be necrotising tissue from the infiltrative tumour. So, any post-operation infection and treatment costs for this are directly related to the claim and should be considered as such.

Putting things right

I direct Royal & Sun Alliance Insurance Limited to:

- Accept and pay the claim and associated treatment costs. It should add an additional 8% simple annual interest from the date Mr P paid the vet to the date Mr P is reimbursed.

My final decision

For the reasons I've explained, I uphold the complaint.

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

Angela Casey
Ombudsman