

complaint

Mrs E complains that Royal & Sun Alliance Insurance Plc ('RSA') hasn't paid a claim under her pet insurance policy.

background

Mrs E bought a pet insurance policy underwritten by RSA in December 2014.

When Mrs E tried to claim for treatment the following month, RSA said the costs weren't covered because there's no cover for conditions that start in the first 14 days of her policy, and the condition she claimed for started during that period.

Mrs E complained to RSA and then to this service. Our adjudicator didn't uphold the complaint and Mrs E asked for her case to be reviewed by an ombudsman.

my findings

I have considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs E's policy doesn't pay *'claims for any changes that you or your vet notices in your pet's health or behaviour within the first 14 days of your policy cover start date, we will not pay claims for these changes or any illness that develops from these changes'*.

This is a common exclusion in pet insurance policies and we don't consider it unreasonable. It's clearly highlighted in the documents RSA sent to Mrs E. The date of diagnosis or the date the animal was first brought to the vet isn't what's relevant – it's the date when the problem was first noticed.

Mrs E was originally told her claim for treatment sounded like something that would be covered. But this was based on the information she provided to RSA on the phone (she said that she first noticed her pet was unwell on 8 January 2015). An insurer is entitled to consider veterinary records before accepting a claim and I don't think what RSA said during this call means it has to accept Mrs E's claim.

Mrs E told RSA during other calls that she had noticed her pet limping on 2 January 2015. The vet's notes indicate that Mrs E's dog was first noticed limping on 3 January 2015. In her complaint to us, Mrs E said she first noticed her dog limping on 3 or 4 January. All of these dates are within the first 14 days of the policy starting.

Mrs E now says the limping was in fact first noticed on 6 January 2015. However I can't ignore what's written in the vet's notes, and Mrs E hasn't been able to provide an explanation from her vet saying the information written in the notes was inaccurate.

I'm sorry Mrs E has been left with an expensive bill to pay but, based on the information I've seen, I don't think RSA has acted unfairly by refusing to pay her claim.

my final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs E to accept or reject my decision before 30 October 2015..

Peter Whiteley
ombudsman