

## **complaint**

Miss B and Mr C have complained that Royal & Sun Alliance Insurance Plc (RSA) have refused to pay claims under their pet insurance policy.

## **background**

Miss B and Mr C bought a pet insurance policy for their dog, which started on 6 February 2016. In April, their dog had surgery for brachycephalic obstructive airway disease (BOAS). A month later, in May, their dog was treated for aspiration pneumonia. Miss B and Mr C submitted claims to RSA for the vet bills they'd paid, but RSA refused to pay their claims. They said there was evidence in the veterinary records that Miss B and Mr C had discussed BOAS surgery with the vet in January 2016, before they bought their policy. So this showed it was a pre-existing condition that wasn't covered under the terms of the policy. RSA also said that aspiration pneumonia is generally caused by regurgitation or vomiting, which is a symptom of BOAS, so they thought that this claim wasn't covered either because their dog had showed clinical signs of regurgitation or vomiting before the policy started.

Miss B and Mr C thought this was unfair and complained. They said the two claims were unrelated. They said their dog had always regurgitated, although he had only done so rarely after the surgery. And this wasn't an illness, it was a common trait of the breed. They said they didn't think that their vet, or RSA's vet, could say exactly what the cause was in this case because it could have been caused by inhalation of food or liquid. Miss B and Mr C also complained about the delays they'd experienced in RSA dealing with their claims.

RSA said the first clinical signs of the BOAS and pneumonia were noted in January 2016, before the policy started, so it wasn't covered by the policy terms. But they accepted they had given Miss B and Mr C poor service because of the delays in them dealing with their claims. So they paid them £50 compensation for they delays. Miss B and Mr C weren't happy so they brought their complaint to us.

The adjudicator who investigated their complaint didn't think RSA had treated them unfairly by declining to pay their claims. She said the vet notes showed that brachycephalic issues were discussed with Miss B and/or Mr C in October 2015. And they discussed BOAS surgery with the vet in January 2016. She thought it was fair that RSA had declined the claim because there were clinical signs of the condition before the policy started. In terms of the aspiration pneumonia, she said there was a known link between regurgitation and aspiration pneumonia, particularly in this type of dog breed. There was evidence in the veterinary notes that Miss B and Mr C's dog had been regurgitating before the policy started, and this continued. As there was nothing in the vet notes to suggest a different cause, she was unable to say that it was unfair that RSA had declined this claim.

Miss B and Mr C disagreed. They said:

- their dog's regurgitation decreased after his BOAS surgery in April;
- his aspiration pneumonia happened a month after his surgery;
- their dog had eaten and drunk some water the night before the pneumonia started, but he hadn't regurgitated or been sick;
- and there was nothing in his veterinary notes to suggest regurgitation was the most likely cause.

## my findings

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've decided not to uphold it.

Miss B and Mr C's policy says under 'What is not covered':

*'We do not cover any changes that you or your vet notices in your pets' health or behaviour before this policy started, or any illness or injury that develop from these changes.'*

This is also repeated in the 'Policy Exclusions' section. This isn't an unusual term in a pet insurance policy, as it's common for them to exclude cover for any pre-existing conditions.

I have checked the vet notes for Miss B and Mr C's dog. I can see that in October 2015, the vet has noted '*breathing difficulties due to breed*' and '*discussed BOAS common in*' this type of breed, '*talk further ... about potential BOAS*'. Then in January 2016, a few weeks before the policy started, the vet has noted '*discussed BOAS surgery at length with owners. Will phone tomo for estimate as keen to have it done. Also regurgitates 2-3 times a week long term.*'

Based on this evidence, I don't think RSA have treated Miss B and Mr C unfairly by declining their claim for the costs of the BOAS surgery and treatment. I think it's clear from the vet notes that their dog showed signs of BOAS before the policy started, and possible surgery for this condition was discussed with them by the vet before Miss B and Mr C bought their policy.

The aspiration pneumonia occurred in May 2016, roughly a month after the BOAS surgery. Miss B and Mr C have said this was a separate condition that wasn't linked to the BOAS so should be covered under their policy. Aspiration pneumonia is caused when a pet inhales food/water or something it has regurgitated or vomited. It is commonly caused by regurgitation or vomiting, which is a common secondary symptom of BOAS.

There are references to regurgitation and vomiting in the vet notes for Miss B and Mr C's dog. In January 2016 it says '*regurgitates 2-3 times a week long term*'. In April the vet notes state '*in for regurgitation investigation*' and in May the notes say '*V[omitting] every few days but usual for him*'. Miss B and Mr C say the aspiration pneumonia could've been caused by other things, but there is nothing in the vet notes to suggest a specific cause. And regurgitation and vomiting are common secondary symptoms of BOAS.

The treating vet has now told us that regurgitation and vomiting are the main cause of aspiration pneumonia. Because of this, he said he can't be certain that the two conditions weren't linked in this case. So, in these circumstances, I think on balance it's more likely than not that the aspiration pneumonia was linked to the BOAS and regurgitation/vomiting that Miss B and Mr C's dog had been experiencing since before the policy started. So I don't think it was unreasonable that RSA said the aspiration pneumonia wasn't covered under the policy because it was linked to changes in their pet's health or behaviour that occurred before the policy started.

So for these reasons, I'm not upholding this complaint.

**my final decision**

For the reasons I've set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr C to accept or reject my decision before 20 February 2017.

Mary Dowell-Jones  
**ombudsman**