

## **The complaint**

Mr S and Mr S complain that Sun Alliance Insurance Limited (Sun Alliance) declined to cover a claim for their cat, under their pet insurance policy.

I'll refer to one Mr S in my decision for ease.

## **What happened**

Mr S says his cat was seen by a vet in March 2022 as it was less active. He says the vet manipulated the cat's back and noted it didn't show signs of discomfort. A treatment of joint supplements and weight loss was advised by the vet. Mr S says the vet also referred to possible osteoarthritis.

Mr S says his policy with Sun Alliance started on 2 April 2023. On 26 April he took his cat to the vet for vaccinations and advised his cat was less active these days. He says the vet told him his cat's joints were okay in general, but that he couldn't rule out osteoarthritis.

Mr S made a claim to Sun Alliance in November 2023 for treatment for his cat's back legs that had been ongoing from May. He says it declined his claim by saying it was for a pre-existing condition. Mr S says the clinical records provided by his vet were inaccurate, which had influenced Sun Alliance's decision. This is that the vet had inaccurately referred to the condition with his cat's back legs deteriorating over the last year.

Mr S says he challenged his vet on this point. It agreed there had been an error and says the issue had come on since the last appointment. Mr S says his vet wrote to Sun Alliance explaining this, but it didn't alter its decline decision. He then complained to the business.

In its final complaint response Sun Alliance says the clinical records support signs of Mr S's cat's condition starting prior to his policy incepting. It refers to its policy terms that exclude cover in these circumstances and maintained its decline decision.

Mr S didn't think Sun Alliance had treated him fairly and he referred the matter to our service. Our investigator didn't uphold his complaint. He says the clinical notes support Sun Alliance's decision to decline Mr S's claim.

Mr S didn't agree and asked for an ombudsman to consider his complaint.

It 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.

Having done so I'm not upholding this complaint. I'm sorry to disappoint Mr S but I'll explain why I think my decision is fair.

It's for the insured to show they have suffered an insured loss. If they can, then, generally

speaking, the insurer must pay the claim. This is unless it can reasonably rely on a policy exclusion not to. I've thought carefully about whether Sun Alliance treated Mr S fairly in the circumstances described.

Mr S's policy terms under the section entitled 'what's not covered' say:

*"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."*

These terms are commonly used in the insurance industry. Essentially this means any condition, or sign of a condition, that was known about before the policy inception, is excluded from cover.

I've read the clinical notes provided by Mr S's cat's vet. I've copied the relevant excerpts below:

*"9 March 2022 – O reported that patient seem to be less active than before, would be unhappy when picked up sometimes*

*Manipulation of backend: did not show signs of pain or discomfort. Poss OA Plan: Advice O to start diet to loss [sic] weight And also start joint supplements and assess any improvement Advice that if signs of worsen then may require medical management Booster in 3-4 weeks."*

OA is a reference to osteoarthritis. Mr S highlighted that his cat didn't like being picked up on occasion. It's clear the vet recommended treatment to help the cat's joints and indicated the possibility of osteoarthritis.

The next time Mr S's cat was seen by the vet was on 30 March 2022. There is no mention of issues with the cat's back at this time. The next records are records in June, September, and December all of which relate to flea, worm, and tick treatments.

On 25 April 2023 the clinical records say:

*"Joints okay in general but unable to rule out any early OA. Discussed about poss signs of OA."*

And on 26 May 2023 the records say:

*"Has been deteriorating off back legs over last year, some really good day, other days seems like dragging legs, has a lesion on eye which has enlarged over last ear [sic], otherwise well, o aware has had a tooth fall out".*

Sun Alliance says the claim it subsequently declined was for treatment relating to "Suspected Lumbosacral Disease".

Based on the clinical notes Mr S's cat first showed signs of this disease back in March 2022.

This was before Mr S's policy with Sun Alliance inception. The note from 26 May 2023 says there has been deterioration in the cat's back leg legs over the last year. Again, this indicates the condition is pre-existing.

I note Mr S's comments that when he challenged his vet, it wrote to Sun Alliance to say it had made a mistake. More specifically he says the condition that had been deteriorating over the previous year was actually with respect to his cat's eye.

But having reviewed the clinical notes the deterioration of Mr S's cat's back legs is mentioned separately to the eye issue. The former is recorded as having deteriorated over the past 12 months. The latter (a lesion on the eye) is said to have enlarged over the last year.

I understand the point Mr S is making. His vet, when challenged, says a mistake was made and the notes shouldn't refer to the claim condition in the way it did. But that isn't how the clinical records read. I wouldn't expect the vet to refer to both conditions separately as having existed for the past 12 months. If this wasn't the case. Also, of relevance here is the record that shows signs of osteoarthritis were identified in 2022.

I acknowledge Mr S's comments that he wouldn't have left his cat dragging its legs for a whole year without seeking help. He says this shows the vet made a mistake when writing the notes. But I think the clinical notes do indicate that the condition had been worsening over the past 12 months.

Having considered all of this I don't think it was unreasonable for Sun Alliance to base its decline decision on the vet's clinical notes. This supports its position that the condition Mr S claimed for is excluded as pre-existing under its policy terms. So, although I'm sorry Mr S's cat isn't covered for the treatment it needs, I can't fairly ask Sun Alliance to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mr S to accept or reject my decision before 12 June 2024.

Mike Waldron  
**Ombudsman**