

The complaint

Mr A is unhappy Royal & Sun Alliance Insurance Limited turned down a claim he made on his pet insurance policy.

What happened

In March 2023 Mr A's cat needed dental treatment for a rotten tooth. After having the treatment he made a claim on his policy with RSA for the costs he'd incurred. RSA turned down the claim because it said his policy only covered dental treatment which resulted from an accident which wasn't the case here.

Our investigator thought RSA was correct to say the claim wasn't covered. And although that wasn't specifically referenced in the Insurance Product Information Document's (IPID's) Mr A had been sent it was clear in the policy document. So she thought the claim had been fairly declined.

Mr A didn't agree. He said the exclusion in relation to dental treatment hadn't been referenced in any of the information he'd been sent about recent policy renewals. And the full policy terms hadn't been provided with those renewals. He thought an exclusion for dental cover was significant and should have been included in the IPID. So I need to reach 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 industry guidelines say RSA has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mr A's policy. This does provide cover for vet's fees if his pet has an injury, illness or disease. But under 'What is not covered' the policy excludes "*any costs for teeth or gums unless caused by an accident*". In addition the policy contains a table which says in relation to dental care for Mr A's policy level '*Not applicable*'. There's no suggestion the dental treatment Mr A's cat required was the result of an accident (his claim form refers to treatment for a rotten tooth). So I think it's clear there's no cover under his policy for the claim he made.

Mr A has suggested it isn't fair to turn down the claim on that basis because that limitation on cover wasn't made clear to him in the renewal documentation (including the IPID) which RSA is responsible for. However, the requirement under the relevant rules is for the IPID to contain the "*main exclusions where claims cannot be made*". I think that would normally mean an exclusion that would tend to affect the decision of customers generally to buy. I'm not sure the exclusion in this case meets that test given it only limits the cover the policy provides for dental costs (and doesn't exclude it entirely).

But in any event the IPID that applies to the relevant renewal did say under 'What is insured' it covered "*dental care for teeth and gums if they are damaged by an accident*". I appreciate that doesn't specifically confirm dental costs resulting from other causes are excluded but I don't think Mr A could reasonably have assumed from that the full terms would provide broader cover for dental treatment than that set out in the IPID.

Mr A has also said the full policy terms weren't provided to him at renewal. That does appear to be the case for the most recent policy renewals but the relevant terms are on RSA's website. So I think if Mr A had wanted to check policy coverage prior to having his pet treated he could have done so. Taking all of that into account I don't think RSA has acted unfairly in turning down the claim he made for the treatment costs associated with dental work.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 March 2024.

James Park
Ombudsman