

The complaint

Miss R's complaint is about a claim she made on her Red Sands Insurance Company (Europe) Limited ('Red Sands') pet insurance policy.

Miss R says Red Sands treated her unfairly.

What happened

Miss R's complaint is about a number of claims she made on her Red Sands pet insurance policy for her pet.

The first claim was made in February 2023 for unexplained vomiting and diarrhoea. Red Sands rejected this as it said the same symptoms occurred in August 2021, which was over 12 months before and Miss R's policy only covered claims for the same symptoms within that time.

The second claim was made the following month for a gastroscopy of a foreign body and associated treatment. Red Sands declined that claim because they said the pet had swallowed the foreign body in August 2021 and the treatment being claimed for was over 12 months after this, so the policy didn't cover it. They then placed an exclusion against the policy for any claims in relation to the ingestion of a foreign body that occurred in July 2021 and resulting conditions with effect from January 2022.

Miss R submitted a third claim in May 2022 for stomach biopsies following the pet's earlier treatment to remove the foreign body. This was declined due to the exclusion applied by Red Sands for claims in relation to the foreign body.

Miss R says the claim she made in February 2023 was for unexplained vomiting and diarrhoea and was different to the symptoms her pet was experiencing in August 2021. She said those symptoms were treated with medication and resolved at that time. She also says that the advice she received from the vet in August 2021 was that it was unlikely these symptoms were caused by the pet swallowing the foreign object she raised as a possibility at the time.

Red Sands on the other hand say that the cause of the symptoms claimed for from August 2021 was the pet ingesting the foreign object suspected at that time and the policy only provides cover for each new condition for 12 months.

Our investigator considered Miss R's complaint and said that it should be upheld. She thought Miss R couldn't have reasonably made a claim for treatment for the foreign object any sooner than she did because the advice she received to investigate it wasn't until much later- and around the time she claimed for this. As such she said Red Sands should pay her claims in relation to the claims made subject to the remaining policy wording and remove the exclusions they'd applied. She also said they should pay interest of 8% per annum on the claims they pay out.

Red Sands didn't agree so the matter has been passed to me to decide.

I issued a provisional decision earlier this month in which I said the following:

"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 don't uphold Miss R's complaint. This is why.

The starting point is the policy terms. They say:

"This is a Time Limited policy. This means each new condition is covered for 12 months- as long as you renew your policy. The 12 months starts from the date your pet first showed signs or symptoms of the condition. At the renewal after the condition started, we'll add an exclusion to your policy- but you can carry on claiming for the condition if you haven't already reached your 12-month limit. At the end of the 12 month period, we won't cover that condition any more even if you renew."

The policy also goes on to say:

"When we say 'condition', we mean any injury or illness with a single cause or diagnosis. For example, if your pet has an accident, we'll class any injuries they suffer as one condition...."

The vet's notes set out that in August 2021 when the pet was admitted for vomiting, Miss R said there was a possibility that it may have eaten a film cannister about 2 weeks before. The vet notes this is unlikely however.

In April 2023 when the pet is X rayed for further gastric problems, the scans reveal a round structure in its abdomen. Miss R comments that this might well be the item she thought the pet might have ingested in 2021. The notes also record that Miss R shows the vet a picture of the object and the vet thinks this is likely to be it. When the vet removes the object, the notes record the "Black lid seen in stomach-able to grap with forceps and remove."

Looking at the pet's clinical history from August 2021 I think it's more than likely that the cause of all the claims made by Miss R were as a result of the foreign object the pet swallowed in August 2021. And whilst I appreciate that Miss R didn't become aware of this until April 2023, when the pet was X rayed, I don't think this means Red Sands need to pay all of the claims she's made in their entirety.

The policy terms only require Red Sands to cover each new condition for 12 months from the date the pet first showed signs or symptoms. And given 'condition' covers injury with a single cause, this means that they're only required to cover claims that started from the time the pet ingested the foreign object. And from the clinical notes, I think it's more than likely this was in August 2021.

It's right that our approach is that it's fair for an insurer to start the 12 months from when the customer could have made a claim, like when the vet recommends some sort of investigations or treatment for clinical signs of a condition. But that doesn't mean that the vet or indeed the policyholder need to know what the ultimate cause of the condition is at the time. Indeed, it's not uncommon for both vets and policyholders to discover the cause of the condition being claimed for at a later date, after investigations are carried out. What's relevant here is that the 12 months start from when Miss R could have made a claim in relation to the 'condition' as defined in the policy. And in this case, that's in August 2021. I know Miss R didn't make a claim at that time but again this makes no difference.

So Red Sands only need to pay Miss R for any vet's fees and treatment provided for her pet

from August 2021 to August 2022 in relation the ingestion of the foreign object, subject to the remaining policy terms. If Miss R wants them to consider these, she will need to submit a new claim for them accordingly.

Red Sands also applied an exclusion on all claims for anything to do with the foreign body ingestion that occurred in July 2021 and resulting conditions from January 2022. That's in line with their policy terms, which I've noted above, and I agree is reasonable in the circumstances. That means that the three claims Miss R has made aren't covered.

Whilst I know this will be disappointing for Miss R, I hope I've provided her with a thorough explanation of why I won't be upholding her complaint."

I asked both parties to provide me with any more comments or evidence in response to my provisional decision. Red Sands hasn't responded but Miss R has. She's made a number of detailed submissions. I won't be repeating them all here. That's not intended to be disrespectful. Rather it represents the informal nature of the Financial Ombudsman Service.

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 still not persuaded that Miss R's complaint should be upheld. I'll explain why.

Most of Miss R's submissions both before and after I issued my provisional decision centre on what she or her treating vet knew about her pet's illnesses at the time that caused Miss R to seek medical assistance. Essentially Miss R is saying that neither she or her vet knew that the cause of her pet's health complaints were caused by the ingestion of a foreign body at the time. She also says that some of the pet's health complaints weren't due to the ingestion of a foreign object but rather as a result of the timing of when it was eating which caused it to vomit. Miss R says this was resolved when the pet was given medication for the problem and when she changed the timing of when she fed it.

I've thought about everything Miss R has said but I'm not persuaded by her submissions. What's clear in this case is that her pet did ingest a foreign object and based on the evidence I've seen, this appeared to be around the time when Miss R mentioned the missing object to her vet. And given the pet's medical history since that time, the symptoms it presented with coupled with the eventual diagnosis it had, resulting in surgery to remove the object, I think it's fair to say that this was the likely cause of all the problems the pet was experiencing. I know that some of those problems were far apart in time and might have appeared to be treated successfully but I don't think that means the likely cause wasn't the same. Whether the vet and Miss R were aware of that throughout the pet's various visits makes no difference.

When we say it's fair for an insurer to start the 12 months for each new condition from when the customer could have made a claim, we don't mean that the vet or indeed the policyholder need to know what the ultimate cause of the condition is at the time. And as I said in my provisional decision, it's not uncommon for both vets and policyholders to discover the cause of the condition being claimed for at a later date, after investigations are carried out. On balance I'm satisfied that that's what happened here.

So the 12 months start from when Miss R could have made a claim in relation to the 'condition' as defined in the policy. And in this case, that's in August 2021. Just because Miss R didn't make a claim on the policy at this time makes no difference. The wealth of

clinical evidence I've seen points towards the cause of the pet's problems referred to in my provisional decision as being the ingestion of the foreign object. The variety of symptoms it experienced are all supportive of that. For those reasons I don't think Miss R's complaint should be upheld and remain of the view that Red Sands have done what they were entitled to in accordance with their policy terms.

My final decision

For the reasons set out above and in my provisional decision, I don't uphold Miss R's complaint against Red Sands Insurance Company (Europe) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 21 February 2024.

Lale Hussein-Venn
Ombudsman