

## **The complaint**

Miss A has complained that Red Sands Insurance Company (Europe) Limited unfairly refused to pay a claim on her pet insurance policy.

## **What happened**

On 27 October 2022 Miss A took out a pet insurance policy with Red Sands for her dog whom I'll call K. The policy didn't cover accidents or injuries that happened within the first 2 days of the policy start date. It also didn't cover illnesses where the first signs or symptoms appeared within the first 14 days.

Miss A says that on 29 October 2022 K had an accident while jumping in the garden in which he damaged both his back legs and became lame. Her vet diagnosed K as having patella luxation (dislocated kneecap) in both back legs. He said K would need surgery. Miss A consulted another vet as she thought the amount quoted by her original vet for the operation was too high. The second vet quoted a lower amount which Miss A accepted.

She asked Red Sands to authorise a claim for the surgery. It refused as it didn't think K's injury was the result of an accident. It said it would be very rare for both patellas to be injured by jumping in the garden. It thought K must have been suffering from an underlying condition. It said since K had first shown signs of this condition within the first 14 days of the policy, the claim wasn't covered.

Miss A didn't agree. She brought a complaint to the Financial Ombudsman Service. Our Investigator asked Miss A's original vet whether they felt K had most likely injured his legs in an accident or had an underlying condition. They said they thought the injury was the result of an underlying condition. Our Investigator also asked the vet who had carried out the surgery for his opinion. He said he couldn't say for sure whether it was an accident or not. In the light of this our Investigator didn't recommend that the complaint be upheld.

As Miss A didn't agree, the matter has been referred to me.

## **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.

Miss A's policy doesn't cover an illness if symptoms or signs of it start within the first 14 days of the policy. This is a common exclusion in pet insurance policies and we don't think it's unreasonable. The policy said:

*"Claims at the beginning of your policy*

*We don't cover any accident or injury that happens within the first 2 days of your policy start date, or any illness that starts within the first 14 days".*

In the two-page summary of the main terms of the policy it said:

*“What is NOT insured?*

*...*

*Any claim for accidents which occur in the first 2 days of the policy.*

*Any claim for illness, loss, death or cruciate ligament damage which happens in the first 14 days of your policy unless your pet was insured by another annual policy up to the start date of your new policy with us.”*

I think the above wording is sufficiently clear.

Red Sands says that the treatment costs Miss A is claiming for are most likely for an illness that showed symptoms in the first 14 days of the policy, namely patella luxation. The issue for me to decide is whether Red Sands treated Miss A fairly and reasonably in coming to that conclusion.

Red Sands said that a luxating patella can sometimes be caused by a traumatic incident or accident. However, it thought it was more commonly associated with a joint or limb abnormality. It added that where a luxating patella is caused by a traumatic incident, this would typically only affect one limb and a significant trauma or force would be required to cause such an injury to both legs. It noted that K had been in the garden when he became lame. It said typically a dog should be able to perform all usual activities including running, walking and jumping without suffering an injury unless there was some sort of underlying condition. It said there was no indication that K had suffered an accident.

In order to reach a decision, I've considered the vets' evidence carefully. The clinical history doesn't refer to any problems with K's patellas prior to 29 October 2022. On examination the original vet reported that the right patella luxated medially (inwards towards the other limb) and the left patella laterally (outwards). When they saw K a week later, they said that they could feel a luxating patella on both legs but it was more obvious on the right one. The second vet agreed that the left hind leg wasn't as bad as the right but said it still luxated medially. The right patella was Grade 3 out of 4 and the left patella less serious at Grade 1-2.

In response to a query from our Investigator as to whether the injury had most likely been caused by an accident or underlying condition, the original vet's practice responded as follows:

*“Unfortunately, luxating patellas are thought to be a hereditary condition that usually manifests as the dog approaches adulthood. A ‘normal’ dog could suffer from luxated patellas due to an accident but it would have to be fairly catastrophic, such as being hit by a car.*

*It is much more likely that [K] already had luxating patellas and on the day described, had worsened one of them, for example by turning quickly or jumping and landing awkwardly.”*

I note that K was about one year old at the time of his injury.

In response to the same query the second vet said:

*“I cannot say 100% if [K's] condition happened just by running out into the garden or if there were any underlying issues already. Both ways are possible.”*

Taken into account all the evidence, on balance I don't think Miss A has shown it's more likely than not that the illness which started on day 3 of the policy was an accident. So I don't think B treated Miss A unfairly in refusing to pay her claim on the ground that it was most

likely for an illness that showed symptoms in the first 14 days of the policy and was therefore excluded from cover.

### **My final decision**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 14 December 2023.

Elizabeth Grant  
**Ombudsman**