

The complaint

Miss M complains that Red Sands Insurance Company (Europe) Limited (Red Sands) declined a claim relating to her dog, under her pet insurance policy.

What happened

In August 2022 Miss M says a vet recommended investigations to determine the reasons for her dog's 'urinary dribbling'. She contacted Red Sands to request it cover the investigations. It responded to say her dog had a pre-existing condition. It said an exclusion had been added to her policy regarding any claims relating to her dog's urinary system. Miss M says this meant her claim was declined.

Miss M says there was no diagnosis and the exclusion Red Sands had applied was very broad. She didn't think it was fair to decline her claim or apply an exclusion in these circumstances.

Red Sands says its policy doesn't cover pre-existing conditions. An issue with Miss M's dog's urinary system was noticed by a vet in October 2021. Its terms define pre-existing conditions to include when a pet shows 'any signs or symptoms before its policy cover starts'. In its submission to our service Red Sands says it apologises for not responding to a later letter Miss M had sent. Because of this it offered £50 as a goodwill gesture.

Miss M didn't agree with this outcome and referred her complaint to our service. Our investigator didn't uphold her complaint. She says the policy terms are clear as to what a pre-existing condition is. She didn't think Red Sands had treated Miss M unfairly in declining her claim and applying the exclusion to her policy.

Miss M disagreed and asked for an ombudsman to consider the matter.

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 Miss M's complaint. Let me explain.

I've read Miss M's policy terms and conditions to understand what cover is and isn't provided. The terms say:

"What this policy doesn't cover

Pre-existing conditions

We don't cover pre-existing conditions. We consider a condition to be pre-existing if your pet showed any signs or symptoms of it before your cover start date, whether they needed treatment previously or not. For more information about pre-existing conditions, see the 'Pre-

existing conditions section.”

I think the policy terms are clear. Where any sign or symptom of a condition is shown prior to the policy start date – no cover is provided.

I've read the clinical records relating to Miss M's dogs. A record dated in October 2021 says:

“History – licking at vagina, leaking urine – dribbling on couch. Urinating about the same amount. Started last night with licking. Pee'd in sons bed the other day. Eating and drinking as normal (encouraging to drink last night. Well in self).”

A record from April 2021 says:

“urine dribbles from vulva and also wet patch under [dog's name] after sleeping. Diagnosis – incontinence. Owner concerned about physiological prob, eg ureter not implanted. I have advised that could be but would recommend starting with meds to see if these help, if not improving or fully improved then may need to look at referral for specialist imaging to see if the ureter is implanting in the wrong place. Owner happy with this plan and will start with insure, will call in 2 weeks to update on progress....”

A clinical record in August 2021 shows Miss M wasn't satisfied that this treatment approach was working, and further investigations were discussed. She then contacted Red Sands to ask it to approve the investigations. It wrote to Miss M on 7 September 2022 highlighting the clinical history (detailed above) and confirming the pre-authorisation for the investigations her dog needed, had been declined.

In its letter Red Sands confirmed the following exclusion had been applied to Miss M's policy from inception:

“Excludes cover on all claims with respect to the Urinary System with effect from 28 June 2022”.

From this evidence I think it's clear signs of a urinary condition were noticed before Miss M's policy started in June 2022. The clinical records refer to urinary incontinence. I've read the underwriting criteria provided by Red Sands showing the exclusion that applies for urinary incontinence. It says, *“Excludes cover on all claims with respect to the Urinary System”*.

I note Miss M believes this exclusion is too broad and that cover shouldn't be declined as no diagnosis was made. But she agreed to Red Sands' policy terms when taking out her policy. The terms are clear that a diagnosis isn't necessary. Prior signs of a condition are enough for cover to be excluded. I'm satisfied the approach taken is consistent with Red Sands underwriting criteria. So, Miss M hasn't been treated differently from any other customer, which is what I'd expect to see.

I've thought about whether the exclusion for all claims relating to the urinary system is too broad. But it's for Red Sands to determine what it is, and isn't, prepared to insure. It must make this clear to Miss M at the outset. But this information is clear in its policy terms. I've also seen screen shots of the questions Miss M was asked when she was taking out her policy. This provides the definition of a pre-existing condition.

Based on this, although I'm sorry Miss M's dog isn't covered for the investigations she needs under her policy, I can't agree that Red Sands treated her unfairly when declining her claim and applying the policy exclusion.

Red Sands has offered £50 compensation for its lack of a response to contact Miss M made

after it had provided its final complaint response. I think this was reasonable. But I don't think Red Sands treated Miss M unfairly when relying on its policy terms and declining her claim, or when applying its policy exclusion. So, I can't reasonably ask it 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 Miss M to accept or reject my decision before 8 September 2023.

Mike Waldron
Ombudsman