

## The complaint

Mrs S complains that Red Sands Insurance Company (Europe) Limited rejected a claim on her pet insurance policy.

## What happened

Mrs S took out pet insurance for her pet dog. When she went away on holiday she arranged for some friends to look after her dog. While her dog was staying at the friends' house, he ran out of the front door and into the road, where he was hit by a car.

Mrs S made a claim on her policy for the treatment costs but Red Sands wouldn't cover the claim. It said the policy required pets to be kept under control but Mrs S' dog had been allowed to run out of the house into the road, so the condition in the policy hadn't been met.

Mrs S was unhappy with the decision and complained but Red Sands didn't change its view. When she referred the complaint to this Service our investigator thought it should be upheld. He said he didn't think Mrs S' friends could have prevented the incident.

Red Sands disagreed and requested an ombudsman's decision. It made a number of points, including:

- the property where the dog was staying had no front garden and the door opened directly onto the pavement, so there was no way of restraining Mrs S' dog once it ran out;
- the policy terms say the policyholder's home, garden and any places where the pet visits must be secure, and the policyholder should take steps to stop the pet escaping.

I issued a provisional decision saying I didn't intend to uphold the complaint. I set out my reasons as follows:

*Mrs S' policy provides cover for treatment costs but there are conditions and exclusions that apply to claims. The relevant policy term here requires a policyholder to take steps to keep their pet safe, and in particular:*

*"You need to make sure your home, garden, and any other places your pet visits are secure. You should take steps to stop your pet from escaping, especially when opening doors."*

*Most pet insurance policies include terms requiring the policyholder to keep their pet safe. I don't think that's unreasonable and I'm satisfied this policy term is clear. But where an insurer is relying on a term like this I still need to consider whether that's fair in the circumstances of the case. Even where a policyholder is in breach of the term, it may not be fair to rely on it if the breach hasn't made any difference to the claim.*

*I appreciate Mrs S' pet was at her friends' house, but the term refers to places the pet visits and reasonable steps should still be taken to keep the pet safe. As I understand it, this was not a large property and the front door opened directly onto the pavement. So there was hardly any distance between there and the road. The description of what happened also*

*refers to the dog running out into a main road between parked cars. All of these factors increased the risk. So the risk was greater than it might be in other situations – if for example there was a garden with a gate onto the pavement, there would be less chance of a dog getting into the road.*

*There were two people in the property at the time. Taking into account the risk that the dog could quite easily get into the road if the front door was left open, it would have been safer to ensure the dog was in another room with the door closed, or that the second person was with the dog to ensure it didn't escape. Mrs S' dog was apparently in a rear room at the house but was still able to run past the person taking the bins out and into the road in a brief moment. And the friend didn't have time to stop her dog before he got to the road, given the short distance between house and road.*

*Mrs S says what happened was out of character – her dog had stayed at the property many times previously and never run out like this. But there were steps that could have been taken relatively easily. Simply shutting a door would have prevented the accident and not taking those steps directly contributed to it; had they been taken it's unlikely the dog would have got out.*

*While I do understand what happened was very distressing and Red Sands' decision will have added to that distress, in the circumstances I don't think it was unreasonable for Red Sands to refuse the claim in line with the policy terms.*

### **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.

Neither party has provided any further comments in reply to the provisional decision. In the absence of any new information my decision remains that, for the reasons set out above, it was reasonable for Red Sands to refuse the claim in line with the policy terms.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 31 July 2023.

Peter Whiteley  
**Ombudsman**