

## The complaint

Mrs L's complaint is about the refusal of a claim made under her pet insurance policy with Red Sands Insurance Company (Europe) Limited.

## What happened

In September 2023, Mrs L's dog was diagnosed with diabetes. She made a claim under the policy with Red Sands for the cost of ongoing treatment required.

Red Sands declined the claim. It said Mrs L's policy started on 26 July 2023 and excludes any condition that begins before the policy starts or within in the first 14 days of the policy. Red Sands said that the dog's records show the first symptom of diabetes the dog displayed was loss of weight and the records show that the dog lost 2.7kg between 27 July and 21 September 2023. Red Sands therefore says the dog had started losing weight from 27 July 2023, which was within the first 14 days of the policy and the condition is therefore excluded from cover.

Mrs L is very unhappy with this. She says the weight loss was not noticed in the first 14 days of the policy but began later. She also says the decision to refuse the claim has caused considerable distress, as the treatment is so expensive.

One of our Investigators looked into the matter. She did not consider that Red Sands could reasonably rely on the exclusion it had, as there was no evidence of any symptoms of diabetes starting with the first 14 days of the policy. The Investigator therefore recommended the claim be reconsidered in line with the remaining policy terms and that Red Sands should pay £150 compensation for unfairly refusing the claim.

Red Sands does not accept the Investigator's assessment. It says the vet's records of the visit on 21 September 2023 state Mrs L had noticed weight loss over the "*last few months*". This would mean it started in the first 14 days of the policy and so it maintains its position that it is entitled to decline the claim.

As the Investigator was unable to resolve the complaint, it has been passed 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.

Mrs L's policy provides cover for costs of treatment for various conditions. This cover is subject to various terms and conditions and the one relevant to this complaint states:

*"Your policy starts from the day you chose it to, but there's a waiting period before you can start making some kinds of claims ... For illnesses, we don't cover any that first show signs or symptoms within the first 14 days."*

The policy also states:

*“A condition starts from the date the accident happened, or the illness firsts showed signs or symptoms – not the date you first take your pet to the vet. So even if you wait until after the waiting period to get your pet treated, you still won’t be covered”.*

Mrs L’s dog was weighed on 27 July 2023 when Mrs L took it in for what is recorded as a health check appointment. The dog weighed 32.9kg on that day.

The next appointment recorded was on 21 September 2023 when Mrs L took the dog to the vet, as she had noticed it had lost weight and some other symptoms.

The vet’s notes of that visit say: *“owner reports history of polyuria, polydipsia and weight loss. Has always had increased appetited since starting steroids in March”* and *“owner has noticed weight loss, polyphagia, pulp over last few months”*.

The dog is recorded as weighing 30.2kg at that appointment. Some blood tests were taken and these led to the formal diagnosis of diabetes.

Since then, the vet has written in support of the claim and said *“weight loss initially began on mid/end August and gradually worsened.”*

In its final response letter to Mrs L, Red Sands said the dog’s weight had progressively dropped from 27 July to 21 September 2023, which means it started in the first 14 days of the policy, *i.e.* 26 July – 9 August 2023. However, I do not agree that this has been established. The dog was weighed on 27 July 2023, as is usual practise at any vet appointment. This appointment was apparently a general health check and not made because of any concern about the dog’s weight or anything else that has been linked to the diagnosis of diabetes later made. The dog was not weighed again by the vet until 21 September 2023. It seems to me it is not possible to say exactly when in that two month period the dog started losing weight.

However, Red Sands also points out that the notes made on 21 September 2023 say that Mrs L had noticed the weight loss, and other symptoms, in the *“last few months”*, which would include the 14 day waiting period.

The reference to a *“few months”* would usually mean more than two months in my opinion, which would pre-date the policy. But Mrs L had not mentioned any weight loss or other symptoms on 27 July 2023, or in any other earlier visit.

Mrs L says she only noticed the weight loss and other symptoms after 9 August 2023 and not long before she made the appointment for 21 September 2023. And I note that a letter from the vet states it was noticed in mid to late August 2023. This would be outside the 14 day waiting period.

I acknowledge that the mention of a few months in the vet’s records is contrary to what Mrs L has said in her complaint and what the vet has written in the more recent letter. The implication is that this was an error. I of course cannot be sure but have to consider this in the context of all the other evidence available to me.

Mrs L has said her dog has always been insured, so there was no reason for her to wait to see the vet about any weight loss having noticed it and there was no mention of any weight loss having been noticed in any of the earlier vet’s visits. Mrs L saw the vet fairly regularly, as her dog was on medication for another unrelated issue. So I think it unlikely she would have delayed taking it to the vet (for six weeks or more) once she noticed any weight loss.

Having considered everything, I do not think there is enough evidence to say the weight loss likely started before the first 14 days of the policy has passed.

I therefore consider that Red sands should meet the claim, subject to any other remaining terms. I also agree with the Investigator that it should pay £150 compensation for the trouble caused by the incorrect refusal of the claim.

### **My final decision**

I uphold this complaint against Red Sands Insurance Company (Europe) Limited and require it to do the following:

1. Meet the claim for diabetes, subject to the remaining terms and conditions of the policy (including any excess and co-payment that might be applicable);
2. add interest at 8% simpler per annum to any claim payment due for treatment already paid for by Mrs L from the date she made any such payment to the date of reimbursement; and
3. pay Mrs L £150 compensation for the distress and inconvenience caused by the unreasonable refusal of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 12 June 2024.

Harriet McCarthy  
**Ombudsman**