

The complaint

Miss B has complained that Red Sands Insurance Company (Europe) Limited unfairly declined a claim on her pet insurance policy.

What happened

On 24 April 2023 Miss B took out a pet insurance policy with Red Sands to cover her cat. The policy covered accidents and illnesses. On 2 May the cat became unwell. He'd been playing with a cat toy and part of the toy had become lodged in his stomach. On 5 May he needed surgery to remove the foreign body.

Miss B made a claim under the policy for the cost of the surgery. Red Sands declined the claim. It said the policy didn't cover pre-existing conditions and as the cat had had a foreign body removed in January 2023, it was treating this as a pre-existing condition.

As Red Sands didn't change its decision, Miss B brought a complaint to this service. Our investigator didn't recommend that the complaint be upheld. He didn't think Red Sands had treated Miss B unfairly.

As Miss B 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 B's policy, like many other pet policies, doesn't cover pre-existing conditions. There is an exclusion in the policy for the cost of any treatment for a pre-existing condition. Red Sands explained before the policy was taken out:

"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."

The policy says:

"Any injuries caused by accidents your pet had before you took out this policy will also be considered pre-existing conditions."

The policy goes on to say:

"When we say 'condition', we mean any injury or illness with a single cause or diagnosis."

This service has a long-standing approach when considering complaints regarding pre-existing conditions. We consider it fair and reasonable for a business to decline a claim on the basis of a pre-existing condition only where the consumer had reasonable knowledge of something that could at some point give rise to a claim.

In this case the vet's notes from January 2023 say that the cat had vomited up a bit of a small rubber toy. Surgery revealed a small intestinal foreign body.

In May 2023 the vet said that the cat had *"Presented with similar clinical signs. Is a known scavenger."* The vet could feel *"something small and slightly firm in caudal abdomen. Size is 1 cm long and 5 cm wide."*

Miss B says that in January 2023 the cat ate a piece of rubber. In May he was found to have eaten a piece of a cat toy.

The vet's notes show that the cat had presented with similar symptoms on both occasions. The notes also say that the cat was a scavenger. So the two incidents were very similar and were both caused by the cat eating something he wasn't meant to.

I think it's reasonable to assume that Miss B knew her cat was likely to eat things that aren't meant to be eaten when given the chance. I appreciate that on the second occasion he ate a toy that was meant to be suitable for cats to play with. The fact that it turned out not to be suitable is a matter between Miss B and the manufacturer or seller of the toy.

In conclusion, I don't think Red Sands acted unfairly in declining the claim due to a pre-existing condition.

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 B to accept or reject my decision before 4 October 2023.

Elizabeth Grant
Ombudsman