

The complaint

Mr L has complained about Red Sands handling of a claim on his pet insurance policy.

Reference to Red Sands includes its agents which administer the policy on its behalf.

What happened

In 2017 Mr L took out a “lifetime” pet policy for his dog, who I’ll refer to as Z. In 2021 Z’s vets said he needed some investigations into his “*chronic cough*”. Mr L asked Red Sands if it would authorise to cover the costs of those tests. Red Sands refused. It said that Z had had symptoms of the issue since before Mr L took out the policy. And, as the policy doesn’t cover any pre-existing conditions, it declined Mr L’s claim. It also said that it was adding an exclusion to the policy for any claim associated with Z’s respiratory system.

Mr L brought his complaint about those things to us. One of our investigators looked into it. He didn’t think it was fair for Red Sands to add the exclusion to the policy concerning the respiratory system; so he said Red Sands should remove that. But he thought it was reasonable for Red Sands to decline Mr L’s claim for a pre-existing condition.

Red Sands accepted our investigator’s assessment of the complaint. Mr L didn’t so his complaint’s 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.

In bringing this complaint Mr L’s made a number of points. I’ve considered everything he’s said and everything on file carefully. But in this decision I don’t intend to address each and every issue raised. Instead I will focus on what I see as being the key matters in order to arrive at a fair outcome. Further, Red Sands has already agreed to remove the exclusion for respiratory conditions, I think that’s the right thing to do. So I don’t intend to discuss that further here and will instead focus on the points still at issue.

Mr L took out his policy in 2017. At the time the policy information document, which summarises the key policy benefits and also its exclusions, made clear that the policy wouldn’t cover any illness or condition that was present or showed signs or symptoms prior to the policy being taken out. The policy document itself then makes clear, on more than one occasion, that any condition for which Z showed symptoms prior to the policy beginning wouldn’t be covered. Mr L renewed his policy each year and each year his policy wording confirmed that conditions or illnesses Z showed symptoms of before the policy began wouldn’t be covered.

In 2021 Z’s vets advised Mr L that Z needed investigations to find the cause of his chronic cough. At that time the vets estimated the investigations would cost around £1,200, Mr L asked Red Sands if it would pre-authorise the costs. Red Sands then looked at Z’s medical history. It noted that vets had recorded that Z had a notable chest/respiratory issue and

cough in October 2015. Vets had prescribed medicines for Z to help with that. Red Sands also noted that vets had referred to Z's cough in 2016 and 2017, before Mr L took the policy out and that there were regular further records of the cough up to 2019. At that point a new vet told Mr L that Z's medicines might not be helping his cough and suggested further investigations. The vet discontinued the medicines at that time but Mr L wasn't "keen" on further investigations. Although I note the same medicines were prescribed again early in 2020.

In 2021 vets told Mr L that they would no longer prescribe antibiotics for Z's cough. They said he needed investigations to find out what the underlying cause of it was, otherwise they were essentially guessing. It was the costs of those investigations that Mr L wished to claim for. However, Red Sands said that as Z had had signs of his respiratory issue since 2015. And this indicated that the condition was pre-existing and so wasn't covered by the policy.

Mr L's said that a cough can be a symptom of many conditions, for example bacterial chest infections, and that without the investigations the vets couldn't know what was causing the cough or if the incidents were linked. So he doesn't think it's fair to say that the issue was pre-existing. But, while I understand where he's coming from, I'm not persuaded that Red Sands did anything wrong.

It's clear from Z's vets' notes that he's had an ongoing chest/respiratory issue over a number of years. And I note that before Mr L took out his policy vets prescribed medicines to help him with that on at least 13 occasions. I'm aware that in 2019 a new vet said that the medicines might not be helping and took Z off them; so it could be argued that Z didn't have an ongoing issue throughout that period. But I'm not persuaded by that argument. I've noted that at other times Z's medical history was given saying that he'd "*been coughing and snoring his whole life*". So, while Z's condition might have been intermittent and had periods where it didn't need any treatment for a time, it does appear that it had been present for a while and certainly since October 2015. And I've noted that vets have occasionally referred to any infection as being secondary to an unknown primary cause.

Further, after the vets completed their investigations, which I presume Mr L paid for himself, they diagnosed Z with a well-recognised condition that affects dogs of his breed. They said that condition causes a number of other issues for Z including congestive heart failure which causes a cough. I understand that Z's underlying condition is one that dogs like Z are born with although it can get worse over time. So, it seems more likely than not that Z would have been showing symptoms of this condition for some time.

I understand that, as vets hadn't given Z a definitive diagnosis there was no way that Mr L could have known that Z had that condition at the time that he took his policy out in 2017. But, while vets hadn't yet arrived at a diagnosis at that time, they had been prescribing medicines for Z regularly at that point. And while the cough, could, possibly, have been an indication of something else, it seems more likely than not that in fact it was a symptom of the condition the vets diagnosed in 2021 and which Red Sands had already declined to pay for because he'd been showing symptoms of it before Mr L took his policy out.

I'm aware Mr L doesn't think Red Sands policy is clear that it may look at his dog's previous medical history to decide that a future claim wouldn't be paid. But I think the policy is clear that it won't cover anything that might be pre-existing. The policy doesn't say that any condition had to have already been diagnosed. And, when he took his policy out in 2017, Z was regularly being prescribed medicine to treat an issue that hadn't yet been diagnosed. The fact that it was diagnosed much later doesn't mean that the cough wasn't a sign or

symptom of the same condition. And in those circumstances I think it was reasonable for Red Sands to decline Mr L's claim.

My final decision

For the reasons set out above, as Red Sands has already removed the exclusion for claims relating to the respiratory system, I'm not going to instruct it to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 4 April 2022.

Joe Scott
Ombudsman