

The complaint

Ms W's complaint is about the refusal of a claim by Red Sands Insurance Company (Europe) Limited under her pet insurance policy.

What happened

Ms W took out the pet insurance policy with Red Sands in July 2019. The policy provides cover for various illnesses and injuries that might occur on a time-limited basis. This means that each condition is covered for up to 12 months from the date that the first signs or symptoms of the condition were noticed.

In October 2023, Ms W contacted Red Sands to make a claim for treatment in relation to hypothyroidism in her cat. The claim included the costs of a consultation in July 2021 and blood tests and medication in October 2023.

Red Sands refused the claim for the costs incurred in October 2023, as it said the condition had first been noticed in July 2021 and so it would only provide cover for treatment of hyperthyroidism from July 2021 to July 2022. It said the consultation that took place in July 2021 about it would be covered but the cost was less than the policy excess, so there was nothing for it to pay.

Ms W is very unhappy with this, as she says her cat was not diagnosed with hyperthyroidism until October 2023, and brought her complaint to this service.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld as she thought Red Sands was entitled to refuse the claim for the reasons it did.

Ms W does not accept the Investigator's assessment. She has made a number of submissions in support of her initial complaint and in response to the Investigator. I have considered everything she has said but have summarised her main points below:

- She thought the cat had lost weight, which is why she took it to the vet in July 2021 but the cat had not lost weight, no tests were done, no treatment advised and no diagnosis made. It cannot therefore be said that the cat had hyperthyroidism in July 2021.
- The vet suspected hyperthyroidism but the cat had not lost weight and she had not reported any other symptoms of the condition. So her cat was not showing signs of the condition then.
- If the cat had hyperthyroidism in July 2021 and it had been left untreated between until October 2023 when it was diagnosed by way of blood tests, the cat would have died, as it is a serious condition.
- Until October 2023, the cat had not shown any symptoms of hyperthyroidism.
- The wording of the policy is misleading and instead of saying that the time starts running from when symptoms of a condition are noticed – which Red Sands has not defined - it should say time runs from when a condition is diagnosed or first treated.

As the Investigator has been 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.

The starting point of my consideration is the policy wording. Ms W's policy said:

"How this policy works..."

This is a Time Limited policy. This means each new condition is covered for 12 months – as long as you renew your policy. The 12 months starts from the date your pet first showed signs or symptoms of the condition. At the renewal after the condition started, we'll add an exclusion to your policy - but you can carry on claiming for the condition if you haven't already reached your 12-month limit. At the end of the 12-month period, we won't cover that condition any more even if you renew."

And the policy schedule says:

"Time Limited Policies

Exclusions on Time Limited policies are added from your renewal date. However, you can continue to claim for a condition for up to 12 months from when it was first noticed, or up to the condition limit of your policy, (whichever happens first) as long as the policy is renewed. Once you reach either limit, you won't be able to claim for it again."

It is generally up to insurers to decide what cover they want to provide and the wording of their policies. Ms W says the wording is unclear and should say that the 12 month time limit starts running from the time that a diagnosis of a condition is made and/or when treatment for a condition starts. However, the wording is sufficiently clear in my view and Red Sands has decided that its policy does not require a formal diagnosis of a condition to have been made for the 12 month claim time limit to start running. The wording is similar to other time-limited pet insurance policies and I do not consider it inherently unfair or unreasonable. It means that Red Sands will only cover a condition for 12 months after the first signs or symptoms of a condition claimed for were first noticed.

Ms W says the policy does not define what Red Sands means by "noticed" and the vet suspected hyperthyroidism but he didn't notice it. I do not think this is unclear. I think it would be reasonable to use the normal meaning of this word and most people would agree that it would mean when symptoms or signs of a condition were first seen in the pet.

I have to now therefore decide whether the attendance in July 2021 can be reasonably considered to be the first sign that Ms W's cat had hyperthyroidism.

The vet's notes of the attendance in July 2012 says:

"07/07/2021 - Oc- believes that ...[her cat] is losing weight edud fine, no sickness no diarrhoea Ears: fine Eyes: fine Teeth: plaque on teeth Heart checked: purring, couldn't hear properly mucous membranes moist and pink, crt < 2 sec Lungs: Skin: owner asked me to dip the matted fur& nails Weight: 3,6 Kg Strongly recommended blood test-swp- owner declined- suspect hyperthyroidism ...[the cat] hasn't lost weight since the last visit- bcs 2/6 "

Ms W was clearly concerned about her cat, as she thought it had lost weight even though the vet records it had not lost weight since the previous visit. Loss of weight is a symptom of hyperthyroidism. Even though the cat had not lost weight since the previous visit, it seems clear that the vet thought it likely the cat had hyperthyroidism and I note he records that he “*strongly recommended a blood test*”.

I also note that the vet included the July 2021 attendance in the claim. The claim form completed by the vet asked “*when did clinical signs first appear?*” and the vet has answered “7/7/2021”.

Ms W says this may have been an administrative error or misinterpretation by the vet of what Red Sands needed; and she says it is not confirmation that her cat was ill in July 2021. I have seen no convincing evidence to support that this was an error. I think it is more likely the vet considered the attendance linked to the later diagnosis of hyperthyroidism.

Ms W also says that the cat could not have been showing signs of hyperthyroidism in July 2021, as it is a serious condition that if untreated would have meant it would have been seriously ill or died from the condition before October 2023. However, again the vet said that the first clinical signs of hyperthyroidism were noted in July 2021, so I do not think that the fact Ms W did not have to go back to the vet about any hyperthyroidism symptoms until October 2023 means the cat cannot have been showing symptoms of the condition in July 2021.

Having considered everything very carefully, I am not persuaded Red Sands has acted unfairly in refusing the claim for costs incurred in October 2023. It has considered the cost of the consultation in July 2021 but as this was less than the policy excess, I agree that there is no payment to be made for that. And it was only obliged to cover claims for hyperthyroidism until July 2022, so was entitled to refuse the claim for treatment starting in October 2023.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms W to accept or reject my decision before 25 April 2024.

Harriet McCarthy
Ombudsman