

## The complaint

Mr C complains Red Sands Insurance Company (Europe) Limited unfairly declined a claim under a lifetime pet insurance policy.

## What happened

Mr C incepted a lifetime pet insurance policy for his dog which started on 1 March 2024. The policy was underwritten by Red Sands.

He reported a claim in April 2024 after his dog became unwell and sadly needed to be put to sleep. Red Sands declined the claim referring to the policy terms. It said the abdominal mass condition was pre-existing as signs and symptoms were present prior to policy inception.

Mr C said the condition wasn't pre-existing, nor were there any signs or symptoms of a problem until after the policy cooling off period. He said the treating vet made a clerical error in the clinical history notes, which they accept, but despite this, Red Sands refused to pay the claim.

Mr C complained to Red Sands and as he was unhappy with its response maintaining its position on the claim, he asked our Service for an impartial review.

The Investigator didn't recommend the complaint be upheld. She thought Red Sands reached a fair and reasonable decision on the claim based on the information available to it. Mr C didn't agree, so the case has 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.

My starting point here is the policy terms. These say:

### ***"What's not covered***

#### ***Pre existing conditions***

*Pre-existing conditions aren't covered in this policy. A condition, injury or illness is pre-existing if [Mr C's dog] has shown signs or symptoms before you joined [Red Sands], or within the first 14 days of your initial policy start date. This also includes any other condition, injury or illness which is connected to that pre-existing condition as determined by a vet."*

I find this term to be clear, common, and fair. I've gone on to consider whether I am satisfied Red Sands applied it fairly and reasonably to this claim.

When considering the claim, Red Sands reviewed the clinical history notes. These said:

*“Started being incontinent couple months ago, then stopped. Eating less about 2-3 weeks... Noticed significant weight loss over 3 months.*

*Abdo palp: susp large mass on cranial abdomen, near spleen/liver. Another large, round mass on caudal abdomen near bladder or related to bladder, about a size of a small coconut...”*

The treating vet confirmed symptoms of weight loss and incontinence could indeed be linked to the condition.

Red Sands concluded the condition was pre-existing and symptoms linked to the same were present – and observed by Mr C – prior to policy inception. I am satisfied this was a fair and reasonable conclusion for it to reach based on the clinical history notes and the comments from the vet.

Mr C said the treating vet made a clerical error within the clinical notes, which they accept, and Red Sands’ decision to rely on these notes was unreasonable. I don’t agree. I say this because while I accept the treating vet apologised for a clerical error – which could suggest they accept they recorded information in error, they went on to say the information documented reflected what was reported to them on 8 April 2024.

The vet apologised if this information recorded was not what Mr C recalled saying, they were unable to edit details recorded during the appointment after the fact, and Mr C would need to tell Red Sands the information was reported to the vet incorrectly.

So, I haven’t been persuaded to agree with Mr C’s view that the vet accepts they made an error when recording notes. Rather, I find the vet has set out they were satisfied the information they recorded reflected what was reported to them on 8 April 2024.

Based on this, I find on balance that the clinical notes are likely the most accurate record of what was reported to the vet during the 8 April 2024 appointment. And I find Red Sands acted fairly and reasonably when relying on them to decline this claim.

I’ve also thought about whether Mr C ought reasonably to have been aware his dog had a problem with their health prior to policy inception. Based on the information currently available to me, on balance, I find Mr C more likely than not was.

To be clear, I am not concluding Mr C was likely aware of the existence of the condition, or that he should have linked symptoms of weight loss and incontinence to the same, prior to policy inception. Rather, based on what I’ve set out above, I find the clinical history notes most persuasive here. And these demonstrate Mr C had observed symptoms of weight loss and incontinence over a few months – and prior to policy inception.

So, in concluding, I am satisfied Red Sands reached a fair and reasonable conclusion on this claim based on the information it had available to it. Therefore, it follows I don’t require it to take any action.

I accept my decision will disappoint Mr C. I empathise with the very difficult circumstances he’s faced, and I’m saddened his dog was put to sleep. But my decision however ends what we – in attempting to informally resolve his dispute with Red Sands – can do for him.

### **My final decision**

I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 December 2024.

Liam Hickey  
**Ombudsman**