

The complaint

Miss B complains Red Sands Insurance Company (Europe) Limited unfairly declined a claim she made on a pet insurance policy.

What happened

Miss B took out a policy with Red Sands which started on 9 November 2023 to cover her pet dog "H".

On the 24 November 2023, Miss B took H to the vet for his first set of annual booster vaccinations. At that visit the vet diagnosed H with Brachycephalic Obstructive Airway Syndrome ("BOAS") and said he would need surgery to correct this. Miss B made a claim under the policy to cover the costs of that surgery.

Red Sands declined the claim, it said BOAS would be treated as a preexisting condition which is excluded by the policy. It explained it believed H had suffered signs or symptoms of the condition prior to the policy being taken out and within the first 14 days of it being active. It referenced the veterinary notes which said Miss B had reported noticing airway noise from H at home, especially when he was excited and that this was worse in warmer weather. It also referenced an entry in the veterinary notes from a year before, when H was around 12 weeks old, where he'd been diagnosed with an upper respiratory tract infection and the check up notes after that mentioned increased airway noise.

Miss B disagreed and brought the complaint to the Financial Ombudsman Service. She said that all of the symptom's H presented with were common to his breed and BOAS wasn't mentioned or diagnosed until after the first 14 days of this policy starting.

Our Investigator looked at the complaint and thought it should be upheld. He mistakenly said that BOAS hadn't been diagnosed until a month after the policy was taken out and referenced the specialist vet as saying they were unsure if the symptoms were related to BOAS or not. He also said he didn't think it was fair to link the infection when H was three months old with the later BOAS diagnosis. He recommended the complaint be upheld and Red Sands reconsider the claim.

Red Sands disagreed and asked for an ombudsman to review the complaint.

The complaint has been passed to me to decide.

My provisional findings

I issued my provisional findings on 21 March 2025, I said I did not intend to uphold the complaint for the following reasons:

"The relevant term in the policy says the following:

"Pre-existing conditions

"Pre-existing conditions aren't covered in this policy. A condition, injury or illness is pre-

existing if H has shown signs or symptoms before you joined Waggel, 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've considered H's veterinary history which started when he was around eight weeks old. He received his first vaccinations without any issue. He had an upper respiratory tract infection when he was around 12 weeks old. It was noted that he had an issue with his trachea at that time and the notes from the follow up appointment record increased expiratory lung sounds and that the area beneath his lower jaw was enlarged.

The next three appointments relate to a kennel cough vaccine, anal gland emptying and a record of when H was bitten by another dog in March 2023 when he was around seven months old. None of these entries record any general observations, the notes all relate to the issues being considered.

The policy with Red Sands started on 9 November 2023, with its 14-day period ending on 23 November 2023.

On 24 November 2023 (the next day) when H was around 15 months old was taken to the vet for his annual boosters. At that appointment the vet diagnoses H with BOAS. The notes record he had stenotics [sic] nares, elongated soft palette and enlarged saccules. Miss B was advised H needed to be referred to a specialist and would require multiple procedures to be performed.

On 5 December 2023 H was seen by the specialist vet, their notes record that Miss B had reported airway noise from H at home, especially when he was excited and that it was worse in warmer weather. It recorded H suffered with frequent daily regurgitation, that there was mild stenosis of the external nares, and marked stenosis of the internal nares. A moderate pharyngeal stertor but not stridor was reported as being audible on examination. An exercise tolerance test was performed which showed that H had functional grade 2 BOAS.

Due to H's issues with regurgitation, he was given some medication to try and bring this under control. In a follow up appointment on 9 December 2023 the specialist vet records that Miss B explained that she notices H's airway noise all of the time, especially when active or excited and that he snores loudly. It goes on to reconfirm the diagnosis of BOAS and discussions that were held about surgery. The notes record that Miss B was advised the "GO" signs may or may not be related to BOAS but records that due to his current frequency of regurgitation there are some concerns about the risk of that happening when under general aesthetic.

Red Sands asked H's treating vet in November 2023 why it referred H for BOAS surgery. It explained that "Given the degree of clinical signs and presentation of nares and soft palate on oral exam BOAS surgery was advised".

Having considered H's veterinary history it is clear that H was presenting with signs or symptoms of BOAS prior to the start of the policy and more likely than not within the first 14 days of it starting. Miss B is reported to have said that H's airway noise was worse in warmer weather which I think more likely than not relates to this being observed during the summer months, not in November. I'm also mindful that the symptoms were so severe in presentation that on day 15 of the policy, the vet diagnosed the condition. Based on a strict interpretation of the policy term, I think Red Sands has acted correctly in declining the claim. However, I must also consider whether this produces an outcome that is fair in all of the circumstances. And this includes thinking about what Miss B would have known or been aware of, prior to the policy starting.

I've taken into account what Miss B has said about noisy breathing being a common trait of H's breed, as well as their tendency to struggle in warmer weather and that even with the surgery these issues will still be present to a certain extent. And that she has also said that no one had mentioned the possibility of BOAS to her previously. I can see Miss B has continuously insured H, albeit with another insurer within his first year, and therefore I can understand why she was shocked when Red Sands declined the claim.

I have to concentrate my decision on what was known about at the start of the policy with Red Sands. It is a common exclusion within pet insurance policies that they won't respond to anything that was in existence or known about at the time the policy starts, whether diagnosed or something that goes on to be diagnosed later based on existing symptoms.

I accept Miss B wasn't made aware of BOAS being a potential explanation for the issues H had and she wouldn't have necessarily understood the implications of his physical presentation noticed on the examinations or the extent to which his breathing was impacted.

However, I do think it is fair to say Miss B did notice these issues, she is recorded as noticing airway noise all the time, the fact that H snored loudly at night and his frequent daily regurgitation. So I think it is fair to say Miss B was aware of the signs and symptoms H presented with prior to the policy being taken out.

Having considered everything, I think Red Sands has applied the terms and conditions of the policy fairly to Miss B's claim. I don't therefore intend to recommend the complaint is upheld".

Responses to my provisional decision

Red Sands did not provide any further comments for me to consider.

Miss B responded saying that she was unhappy with my decision. She reiterated she bought H as a puppy and insured him from when he was 12 weeks old. She said he picked up a bug and was treated with antibiotics and anti sickness medicine at the time. Nothing was discussed with her about pneumonia at that time. She is unhappy this was recorded in the veterinary notes. Miss B said that she was aware that pre-existing conditions or clinical signs of an illness would not be covered under any new policy she took out, however she was not aware that H had any. She only changed cover as the price was competitive to her old policy.

Miss B explained that the only reason for the check up in November was for H's annual vaccinations and the vet only suggested the referral out of caution. She reiterates nothing was diagnosed at that point. Miss B said she agreed to the surgery as it was in H's best interests otherwise, he may have only lived until he was three.

Miss B went on to reiterate the traits noted, heavy breathing, especially in hot weather and snoring are all-common traits of the breed and something H still has after surgery. His regurgitation issues have been resolved by him being fed later in the day. She thinks it is ridiculous the claim should be declined on this basis and veterinary notes which she had no knowledge of. She explained the financial impact the declined claim has had on her and that it will take her a long time to pay off the cost of surgery, something which she had tried to prevent by insuring him. Miss B reiterated that at no time did she believe H had a pre-existing condition or was demonstrating signs of one.

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.

Having reviewed all the evidence again, and the additional comments Miss B has made, I'm not minded to change the outcome I reached in my provisional decision. I understand this will be disappointing to Miss B and she has my natural sympathies for the position she now finds herself in.

I set out in my provisional decision, I was satisfied that H was showing signs and symptoms of BOAS before this policy with Red Sands started. I remain satisfied that was the case. But again, I acknowledge Miss B may not have realised the implications or severity of H's physical presentation. I acknowledge what Miss B has explained about H's regurgitation and I'm pleased to hear this is now under control. However, this itself doesn't change my thinking on the outcome of this decision.

Miss B says that she can't recall potential pneumonia being discussed with her in November 2022. Vets have a responsibility to record accurately what they have noted during an examination and what was discussed. The applicable note says "*advise can't rule out asp pneumoni esp given breed*" so I can't ignore this evidence.

Miss B has also said the vet did not diagnose BOAS at the appointment in November, but again that isn't reflective of the notes that were made at the time. The notes appear to be clear on the diagnosis of and referral for BOAS. And that Miss B was advised multiple procedures would be needed. There is no mention of this being a potential diagnosis or of any uncertainty.

It's unfortunate Miss B changed insurance providers when she did, however I must consider the terms of the policy she held with Red Sands and H's veterinary history to that point. Those terms allow it to exclude any claims where the signs or symptoms existed prior to the policy start date or within the first 14 days. And I'm satisfied for the same reasons as I set out in my provisional decision, that was the case here.

Having considered everything, I think Red Sands acted reasonably and in line with the terms and conditions of the policy when it declined Miss B's claim.

My final decision

My final decision is that I do not uphold Miss B's complaint against Red Sands Insurance Company (Europe) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 8 May 2025.

Alison Gore
Ombudsman