

The complaint

Miss L complains that Red Sands Insurance Company (Europe) Limited unfairly declined a claim under her pet insurance policy.

Where I refer to Red Sands, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

On 26 July 2023, Miss L took out pet insurance underwritten by Red Sands for her cat.

Miss L tells us that on 16 August 2023, she noticed a lump on her cat's head. She says that as she needed to find out the dates of her cat's annual injections, she decided to email the vets and ask about the lump. She's provided a copy of that email, which says:

"Can I please check when my cats...are due their annual vaccinations? Is it October?"

Also, I've noticed that [my cat] has a little moveable lump on her head, she is acting normally and eating and drinking. I'm guessing it's not something I should be concerned about?"

As she didn't get a response, Miss L phoned the vets on 21 August 2023. She says it was agreed the vet would check the lump at the vaccination appointment scheduled for November.

On 29 August 2023, Miss L tells us she noticed two large lumps on her cat's upper chest area. She phoned the vet, and her cat was seen the same day. The vet notes for this appointment say:

"Lumps started developing. One on top of head and also lump to left side of neck. O also thinks struggling to swallow. All started approx. 3 weeks ago. Spends a lot of time outside. Still hunting and appears bright in self. Eating wet food, but avoiding certain types of dry."

After seeing a specialist, Miss L was informed that the lump on her cat's head was the "normal bony saggital crest on her skull" which is a "normal anatomical feature". The larger lumps on her cat's chest were found to be "enlarged prescapular lymph nodes" which have led to a diagnosis of mycobacteria microti infection.

Miss L made a claim, but Red Sands declined it on the basis the condition started within the first 14 days of the policy. It relies on the vet notes above which say this all started three weeks ago. It's retrospectively added an exclusion to the start of Miss L's policy for all claims in respect to mycobacteria microti infection and resulting conditions.

Miss L says she doesn't remember saying three weeks, but when she spoke to the vet she couldn't recall exactly when she sent the email which was when she initially noticed the first lump. However, she says the first lump turned out to be a normal part of her cat's body and is unrelated to the claim she's made so she doesn't think Red Sands decision is fair. She raised a complaint which she brought to our Service.

Our Investigator didn't uphold the complaint. He was satisfied Red Sands had acted in line with the policy terms and hadn't treated Miss L unfairly. As Miss L didn't agree, the complaint was passed to me to decide. And I issued the following provisional decision.

My provisional decision

The terms and conditions of Miss L's pet insurance policy say:

"For illnesses, we don't cover any that first show signs or symptoms within the first 14 days."

Miss L has made a claim for mycobacteria microti infection. So I've thought about whether her cat showed any signs or symptoms of this condition prior to 9 August 2023 when the waiting period on Miss L's policy ended.

I appreciate the vet notes on 29 August 2023 say the lumps and difficulty to swallow "*all started approx. three weeks ago*". And three weeks exactly takes the start of this symptoms to 8 August 2023.

But I'm mindful the notes say "*approximately*" which indicate it wasn't exactly three weeks – it could've been slightly more or slightly less. And given that we're talking about one day inside the waiting period, I've looked at the other evidence available to determine the likely start date.

Miss L has provided evidence of the first time she contacted the vet about a lump which was on 16 August 2023. This email, which I've quoted in full above, only mentions the lump on her cat's head – which turned out to be part of the cat's skull and doesn't form part of the diagnosis of mycobacteria microti infection.

Ultimately, when Miss L was asked how long the signs had been ongoing for, she was thinking about the lump on her cat's head as being the first sign and she estimated a time frame. But she's now aware this lump isn't anything to do with her cat's diagnosis.

I'm persuaded that if Miss L had discovered any other lumps on her cat's body prior to 16 August 2023, she would've mentioned them in her email to the vet. But she makes no mention of any other lumps or signs / symptoms which led to the diagnosis of mycobacteria microti infection. I don't think Miss L would mention one lump, and not any others if she'd known about them at that time.

I can't see that Miss L spoke to the vets about any signs or symptoms of mycobacteria microti infection until she called on 29 August 2023 about the chest lumps. And I'm persuaded this is when she first became aware of them. If she'd known about them before, I don't think she would've been willing to wait until November to have them checked and then changed her mind a week later.

For these reasons, I don't think Red Sands has declined this claim fairly.

Responses to my provisional decision

Miss L has confirmed she has nothing further to add.

Red Sands didn't respond.

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.

As neither party had any further submissions for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

My final decision

For the reasons I've explained, I uphold this complaint and direct Red Sands Insurance Company (Europe) Limited to:

- Pay Miss L's claim plus 8% simple interest per annum from the date she paid the vet until the date she's reimbursed.
- Remove the policy exclusion for all claims with respect to mycobacteria microti infection and resulting conditions.
- Pay £150 compensation for the distress and inconvenienced caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 3 October 2024.

Sheryl Sibley
Ombudsman