

The complaint

Mr B's complaint is about a claim he made on his Red Sands Insurance Company (Europe) Limited ('Red Sands') pet insurance policy, which was declined.

Mr B said Red Sands treated him unfairly.

What happened

Mr B took out a pet insurance policy underwritten by Red Sands on 16 November 2023. On 22 November 2023 Mr B's pet developed problems with its left eye for which surgery was required. The clinical notes record that cherry eye surgery was carried out. Mr B didn't claim on his Red Sands policy for the treatment of his pet's left eye as he was within the 14-day waiting period for claims so cover wouldn't engage.

By 29 January 2024 Mr B's pet developed cherry eye in its right eye for which surgery was also required. Mr B claimed on his Red Sands policy to cover the treatment costs associated with that. Red Sands considered Mr B's claim and declined it. They said that the policy excluded cover for conditions that were pre-existing before the policy was in place or during the waiting period or connected to pre-existing conditions. As Mr B's claim was for something that was for a condition that first started during the policy waiting period, Red Sands thought it was fair to refuse funding.

Unhappy, Mr B complained to the Financial Ombudsman Service. Our investigator considered his claim and considered that it should not be upheld. Mr B does not agree so the matter has been passed to me to determine.

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 done so, I won't be upholding Mr B's complaint. Before I explain why, I wish to acknowledge Mr B's strength of feeling about it and the detailed submissions he's made. Whilst I won't be addressing each and every one, I have considered them all. That's not intended to be disrespectful but rather represents the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Mr B's complaint, namely whether it was fair for Red Sands to turn down his claim.

The starting point is the policy terms. They don't provide cover for pre-existing conditions which have shown signs or symptoms before Mr B's policy started to run or within the first 14 days of his policy start date. The policy says this also includes any other condition, injury or illness which is connected to that pre-existing condition as determined by a vet.

In this case Mr B's pet had cherry eye in its left eye within the first 14 days of cover which would not have been covered by the policy had he made a claim. It follows that the same condition in his pet's right eye two months later is also not capable of cover because it is the same condition.

Mr B has made several points to support his complaint. He feels that the position Red Sands have taken is unfair. In particular he says that he didn't wait until after the 14 days expired to claim on the policy for the cherry eye in his pet's left eye which would have meant the condition was covered. I don't agree. The clinical notes for Mr B's pet record the signs or symptoms of that condition started within the waiting period of the policy so even if Mr B had waited to carry out surgery at a later date, the claim still would not have been covered. As such it makes no difference when or why he decided to have surgery carried out to his pet's left eye because the relevant date here is when his pet started showing signs or symptoms of cherry eye in its left eye, and this was before the policy could respond.

Mr B has also made the point that Red Sands were unprepared to provide him with any flexibility or empathy regarding his claim for the treatment to his pet's right eye. For the reasons I've set out above, Red Sands were entitled to decline Mr B's claim in reliance of their policy terms, so although I appreciate Mr B might have wanted them to do more for him, I don't think they had to in this case.

I understand Mr B is dissatisfied about the extent of cover he's been provided with. The exclusion Red Sands have relied on in this case is very common in pet insurance policies and there's nothing out of the ordinary in my view that means that Red Sands should have done something else. Insurers are entitled to determine what risks they're prepared to take on when drafting their policies and this particular term is one which is consistent amongst pet insurers generally. I know Mr B feels that the way in which his claim was declined is indicative of poor service by Red Sands generally and that this is echoed on social media posts. But that's not something I can take into account. My role is to determine whether Mr B was treated fairly by Red Sands and for the reasons I've set out above, I'm satisfied he was.

Whilst my decision might come as a disappointment to Mr B, I hope I've provided him with a thorough explanation about why I'm not upholding his complaint.

My final decision

For the reasons set out above, I don't uphold Mr B's complaint against Red Sands Insurance Company (Europe) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 December 2024.

Lale Hussein-Venn
Ombudsman