

The complaint

Mrs E's complaint is about a claim she made on her Red Sands Insurance Company (Europe) Limited ('Red Sands') pet insurance policy.

Mrs E says she was treated unfairly.

What happened

Mrs E took out a pet insurance policy underwritten by Red Sands which started on 1 February 2023. The policy contained an annual condition limit of £1,000, which meant that Mrs E could only claim up to this limit for each condition or illness in a policy year.

In August 2023 Mrs E's pet became unwell. She took her pet to an emergency vet who examined her and provided some advice, but no definitive conclusion was reached as to the cause of the illness, based on her symptoms. Mrs E said that the vet told her the pet's symptoms were consistent with pancreatitis. After her pet was stabilised Mrs E transferred her to her own vet who carried out further tests. Those tests revealed that her pet had a bladder tumour and multiple tumours in her abdomen. Following this, and on the advice of her own vet, Mrs E took the difficult decision to euthanize her pet.

This complaint follows Mrs E's claim for the treatment her pet received from both the emergency vet and her own vet to Red Sands. Red Sands considered Mrs E's claim and the clinical evidence available and took the view that both the investigations by the emergency vet and Mrs E's own vet most likely related to the same condition. So, they applied the policy limit of £1,000, leaving a shortfall for Mrs E to pay. Mrs E is unhappy about this as she doesn't feel there's enough evidence to support that the two separate investigations considered were for the same underlying illness and feels that it can't be said the conditions were linked.

Our investigator considered Mrs E's complaint and concluded that Red Sands had applied the policy limit to the two separate vet's costs correctly as the evidence didn't support that the conditions claimed for were different. But he went on to issue a further view which set out that Red Sands had calculated the claim wrongly and owed Mrs E a further £200 in respect of it.

Mrs E doesn't agree with the investigator's view, 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 uphold Mrs E's complaint for broadly the same reasons and in the same way set out by the investigator in his second view.

The starting point is the policy itself. It contains an annual condition limit of £1,000, which

means that Mrs E could only claim up to this limit for each condition or illness in a policy year. In this case Mrs E says it's unfair for Red Sands to have applied this limit to both sets of treatment carried out by the emergency vet and her own vet.

I've thought about what Mrs E has said here and looked at the clinical evidence in this case. What's clear is that Mrs E's pet was very unwell in August 2023, which led to the very difficult decision by Mrs E to euthanize it. I'm sincerely sorry to hear of her loss. The evidence of the emergency vet wasn't definitive. And whilst I acknowledge that on their claim for treatment, they specified the diagnosis for the pet as "*open- gastroenteritis, pancreatitis*", they also recommended imaging of the pet's abdomen. When Mrs E's pet was stabilised and seen by her own vet, an ultrasound was carried out. This confirmed the presence of the bladder tumour for which the pet was later euthanized.

Given the proximity in time of the treatments received by Mrs E's pet at both vets as well as the symptoms it was experiencing, I think it's more likely than not that these symptoms all related to the condition she was eventually euthanized for. I've also noted Mrs E's own evidence that she was unhappy with the emergency vet because they didn't carry out specific blood tests to test for pancreatitis or an ultrasound. Whilst I can't say for certain, what would have happened if they had, I think these would have revealed a different condition and not pancreatitis in the same way Mrs E's own vet's tests did a short time later. In the absence of anything that supports a definitive diagnosis that differed from the condition Mrs E's own vet reached, I think the two sets of claims on balance relate to the same illness. As such I think that it was fair for Red Sands to apply the policy limit of £1,000 to both claims correctly.

When reaching this conclusion, I can assure Mrs E that I've taken into account her comments that Red Sands had no evidence to deny her cover for two separate conditions. Whilst I accept that, I think the weight of the evidence I've seen points to her pet suffering from the same problem and there being nothing in the way of evidence to support that the illnesses it was seen and treated for were different. So, I think Red Sands were entitled to apply the policy limit of £1,000 for both claims as they did. For those reasons I don't think the enquiries Red Sands made with the emergency vet about their original claim description make any difference here.

Turning now to how Red Sands calculated the claim itself; I'm not satisfied that they applied the policy excess, co payment and other deductions correctly. As the investigator explained, the claim value for Mrs E's own vet's costs was for £1,061.34. The excess should have been deducted from this and not the policy limit. Equally the co payment needed to be deducted from this figure thereafter and then the £100 limit for euthanasia applied. Cremation costs weren't covered by the policy, so these costs also needed to be deducted from the claim at this point. The balance of the claim then amounted to £687.82, which is under the £1,000 limit applicable in this case. That means that Mrs E had a further £312.18 available to her under this limit. In total Red Sands paid her £704.22 in respect of this claim however.

Mrs E's other claim for the emergency vet's costs amounted to £689.64. Red Sands paid her £95.78 in settlement of this. So overall they paid her a total of £800 for both vet's costs. A further £200 remains and is available to Mrs E on the policy limit so Red Sands should now pay her this in settlement of her claims for both the emergency vet and her own vet's costs.

Finally, Mrs E has said that she feels Red Sands were difficult to deal with and that she had to chase them and didn't know they'd put her claim on hold until they told her. I appreciate that Mrs E wasn't happy with the way in which Red Sands handled her claim but for the reasons the investigator explained, we can't consider complaints about claims handling on a standalone basis. Because of this I won't be addressing them. They don't in any event make any difference to the outcome of Mrs E's complaint on the claim limit to be applied here,

which I know is Mrs E's main concern.

Putting things right

For the reasons set out above, I direct Red Sands to pay Mrs E £200 representing the balance of her claim plus interest at 8% per year simple from the date the latest claim was settled until the balance is paid to her.

My final decision

For the reasons set out above, I uphold Mrs E's complaint against Red Sands Insurance Company (Europe) Limited and direct them to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 17 December 2024.

Lale Hussein-Venn
Ombudsman