

complaint

Ms A complains that Red Sands Insurance Company (Europe) Limited unfairly declined a claim under her pet insurance policy for her dog's veterinary treatment.

background

Ms A purchased a pet insurance policy from Red Sands for her dog. She was going away for the weekend and her husband was packing the car. When Ms A's husband went back into the house to collect their dog, the dog jumped up and ran into the road before Ms A's husband could catch him, and was involved in a road traffic accident.

Ms A submitted a claim to Red Sands for her dog's spinal injury caused in that accident. Red Sands declined the claim on the grounds that her dog was able to escape from her property and so Ms A was in breach of the condition in section 13.1.6 of her policy. It also referred to the section 16.14 exclusion for claims where a pet has escaped, if it has done that before.

Red Sands acknowledged that the dog's action may have been a one-off event, but said that Ms A could have done a number of things to avoid the incident occurring, such as putting the dog in another room, putting him on a lead or having another family member keep hold of the dog whilst the front door was opened.

Ms A brought her complaint to this service. The adjudicator who investigated the complaint recommended that it be upheld. The adjudicator considered that it is unreasonable to expect a consumer to go to the lengths suggested by Red Sands, to prevent the occurrence of incidents such as the one leading to the claim. The adjudicator noted that Ms A's dog had not escaped before, and so she would not have anticipated it would escape when the front door was opened.

Red Sands disagreed with the adjudicator's findings. It said that it did not believe adequate steps had been taken to prevent the dog escaping; nor did it consider the suggested methods of ensuring the dog remained in the property were excessive.

The matter has therefore been referred to me for a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Red Sands has relied on the following policy terms to decline Ms A's claim:

"13.1.6 You must ensure Your Pet cannot escape or stray from Your property and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured and all reasonable steps must be taken to prevent further escape. When loading Your Pet into or out of Your Vehicle, You must ensure that the area is either secure or Your Pet is on a lead."

and

"16.14 We shall not be liable for any claims of any kind which are caused by Your Pet straying, escaping, damaging property, or attacking persons or pets if Your Pet

has done this before.”

I have seen no evidence that the dog had a history of escaping or straying from the property, and nothing has been presented to support Red Sands' application of section 16.14 of the policy. Red Sands has now also acknowledged that this may have been an isolated incident. I therefore do not consider it fair or reasonable to decline the claim on that basis.

In respect of section 13.1.6, I note Red Sands' argument that a dog might become excited when there is activity such as the owner loading a car/going away, and that the dog should therefore have been 'secured more fully within the property'. However, the dog was inside the house, and there is no evidence that any doors or windows had been left open such that it might have escaped while inside. I am therefore not persuaded that 'all reasonable steps' had not been taken to keep the dog secure up to that point.

Red Sands also points out that there was no gate on the property and that the dog had full access to the road at the front of the house. I have considered the photographs which have been provided. I note that despite there being no gate, there is a front hedge between the house and the road and there is not full open or direct access to the road, except for the gap for the driveway.

The accident happened on a Sunday evening, and Ms A has said it is a quiet road. The fact that there is no evidence of the dog previously escaping from the property or acting as it did on the day of the accident (jumping and running past Ms A's husband onto the road), suggests to me that it was not reasonably foreseeable that it would do so on the occasion when the accident occurred. I am therefore not persuaded, under the circumstances, that there was a failure to take 'all reasonable steps' by not having the dog otherwise additionally secured at the point at which the front door was opened. That means I do not consider that it is reasonable to apply section 13.1.6 of the policy in this case.

my final decision

For the reasons above, it is my final decision that I uphold Ms A's complaint.

I require Red Sands Insurance Company (Europe) Limited to reconsider the claim in line with the remaining terms and conditions of her policy.

Helen Moye
ombudsman