

## **The complaint**

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

## **What happened**

The details of the complaint are well known to both parties, so I won't repeat the full details again here. Instead I'll focus on providing my reasons for my decision.

I'll refer to Miss H's pet as L. L was taken to the vet suffering with pyometra and cystitis, she was then spayed as part of a lifesaving operation. Red Sands has declined the claim as it says spaying isn't something covered by the policy. It also said that as a spay had also previously been recommended as a preventative treatment for L, it wouldn't cover any of the cost of the surgery that had to be performed.

## **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 agree with the investigator's conclusion the case should be upheld. I do so for the following reasons.

- I recognise, taking a strict interpretation of the policy terms, the cost of a spay isn't covered by the policy. As this is something that is usually a routine, optional operation a pet owner may choose to have performed on their pet to prevent unwanted pregnancies. However, I don't think that fits the circumstances here as it wasn't an optional surgery. The spay was performed in order to save L's life. So, I don't think strictly applying the policy terms in the circumstances of this case provides an outcome that is fair and reasonable.
- Red Sands has also cited the same policy term which goes on to say it will not pay for preventative treatment or any consequences related to the preventative treatment not being undertaken. L had previously had a phantom pregnancy and I can see from L's veterinary history it was suggested she could be spayed to prevent further phantom pregnancies.
- However, the evidence I have available to me suggests that pyometra isn't specifically linked to phantom pregnancies, it is something any unneutered female dog could suffer from.
- I agree with the logic that had L been spayed to prevent a further phantom pregnancy she wouldn't have had a womb and therefore wouldn't have had pyometra. But, I think that is too far removed from the reason the spay was recommended to start with. So, I don't think it's reasonable, in the specific circumstances of this case, for Red Sands to conclude that the pyometra happened as a consequence of a recommended treatment not being undertaken.
- Having considered everything, for the reasons set out above I don't think Red Sands

has reasonably applied the policy terms in all the circumstances of this claim and that in doing so, it has reached an outcome that is unfair. As such, I am upholding Miss H's complaint. I also think Miss H will have been caused some trouble and upset by the way in which Red Sands has dealt with the claim, so I think it should also pay her £100 compensation to reflect this.

For the reasons above, I uphold this complaint.

### **Putting things right**

Red Sands should reconsider the claim in line with the remaining terms and conditions of the policy. If the claim is successful Red Sands should arrange to cover the cost of the treatment L received up to any limit of the policy and excluding any excess payable.

If Miss H has made any payments towards the cost of the treatment L received which would have been covered by the policy, Red Sands should arrange to reimburse Miss H those costs plus interest at 8% simple per annum, from the date of payment to the date of settlement. If Red Sands considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Miss H how much it's taken off. It should also give her a certificate.

Red Sands should also pay Miss H £100 compensation.

### **My final decision**

My final decision is that I uphold Miss H's complaint against Red Sands Insurance Company (Europe) Limited. I direct it to put matters right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 24 June 2022.

Alison Gore  
**Ombudsman**