

The complaint

Ms L's complaint is about a claim she made on her Red Sands Insurance Company (Europe) Limited 'Red Sands') pet insurance policy, which Red Sands declined.

Ms L says Red Sands treated her unfairly.

What happened

I issued a provisional decision in respect of Ms L's complaint in which I said:

"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 will be departing from the investigator's findings and not upholding Ms L's complaint. I'll explain why.

The starting point is the policy terms. They say:

"We don't cover any routine, preventative, elective or cosmetic treatment for any reason. This includes any costs resulting from not having these treatments, even if it's recommended by a vet to prevent an illness or injury. You can see some examples of these types of treatments [here](#). Please get in touch if you'd like to check whether a treatment is covered."

I can't see the list of examples referenced within that term because it requires policyholders to log in to the relevant account. I can however see that the policy summary references that the following is not insured:

"Cosmetic, elective, routine or preventative treatments, examinations, vaccinations, spaying, castration, breeding and other claims as a result of any of these procedures."

It's fairly common for the term I've quoted above not to cover spaying and given the wording of it, I think it also excludes any costs resulting from not having a pet spayed. In this case Red Sands say the treatment of pyometra is not covered by the policy because this resulted from Ms L not having her pet spayed.

It's commonly accepted that spaying usually prevents a pet developing pyometra. That doesn't mean that a pet will definitely develop pyometra if not spayed, but rather that spaying tends, on the whole, to prevent it. I take Ms L's point that there are very limited circumstances in which spaying might not prevent this, but those are much less common. Spaying is not covered by the policy. In this case Ms L says her pet was not spayed because her vet advised her that this would risk its health due to an underlying heart condition. However, this is at odds with the pet's clinical notes in so far as I can see that spaying was suggested to Ms L on at least three occasions between 2016 and 2020 by the vet treating her pet at the time. I appreciate that Ms L says that this was not the same vet who advised her that the pet's heart problem meant spaying wasn't appropriate, but I would have expected to see evidence of that, and in this case, all I have is Ms L's testimony about this. And if it's right that she was advised not to spay her pet whilst it was very young, I would

have expected her to correct the treating vet in 2016 and 2020 and for the question of the heart condition to have been recorded to explain why she wasn't going ahead with spaying. But nothing appears within the pet's clinical notes to suggest this. Rather they appear to support that spaying was repeatedly discussed and suggested to Ms L. And given spaying is the most common form of preventing pyometra, it follows that I don't think it was wrong for Red Sands to decline Ms L's claim.

The investigator said Red Sands haven't established that spaying was recommended to Ms L and that she refused to agree to this treatment. For the reasons I've set out above, I don't think Red Sands had to establish this. I think the clinical notes go far enough to support that spaying was suggested and discussed with Ms L on three occasions and she didn't go ahead with this. Given the claim for pyometra is one that is generally accepted to be preventable through spaying, it follows that Ms L's claim is not covered.

I turn now to the way in which Ms L's claim was handled. Essentially Ms L's complaint is that Red Sands didn't treat her concerns as a complaint any sooner. Complaint handling is not a regulated activity on a standalone basis and therefore not one I can comment on. And given that Ms L's complaint isn't one that I'm upholding, it follows that there hasn't been a delay in her receiving a pay out in respect of her claim, such that she would have otherwise been entitled to. As such I'm not awarding any compensation to be paid to Ms L."

I asked both parties to provide me with any further comments or evidence they wanted me to consider in response to my provisional findings. Both parties have now responded. Red Sands have accepted my findings, but Ms L has not. In summary she says:

- There is evidence from her pet's operation that it had a heart issue, which supports her decision not to spay it.
- It's unfair to sell insurance that offers cover for specific conditions or symptoms but then denies this when a claim is made.
- The investigator's view was supportive of her complaint. It's difficult to see why my findings are so different.
- The situation has caused her considerable stress and emotional strain. Her pet has suffered lasting health effects and requires ongoing care. She'd like consideration to be given to the impact on her as a result of this.

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 remain of the view that Ms L's complaint should not be upheld for the reasons I set out in my provisional decision.

As things stand, there's nothing in the pet's clinical notes to support that she was advised not to spay it as she contends. I appreciate that Ms L decided not to do for the reasons she's set out and that her pet later had complications during surgery, but that doesn't mean that the treatment of pyometra is something that Red Sands needed to cover in this case.

Ms L has referred to having to deal with the ongoing care of her pet as a result of its heart condition. Whilst the treatment of pyometra is not covered, I haven't seen anything to suggest that the treatment of a heart condition is excluded by the policy. If the pet's ongoing treatment is for this, which Ms L can show is separate from the treatment it received for pyometra, then she will be entitled to ask Red Sands to cover a claim for it. I can't determine what Red Sands' response will be to that claim in this decision. That's something Ms L will need to address with Red Sands directly first before referring anything to this Service.

I appreciate Ms L feels that the cover Red Sands provided her with has been mis-sold to her. But that's not something I can consider against Red Sands as the insurer of the policy- rather it is a complaint that can only be considered against the seller of the insurance. My general view is that insurance is subject to terms and conditions and there is nothing in Ms L's policy terms that makes me think that Red Sands led her to believe she would be covered for every claim she made. In this case the claim is for something arising out of the failure to go ahead with an elective treatment. Whilst there might be good reasons for that the policy does exclude cover for situations like this. As such I'm not able to conclude that Red Sands should cover Ms L's claim.

I understand Ms L's disappointment with my decision but as I explained, the investigator made a finding that Red Sands hadn't established that spaying was recommended to Ms L and that she refused to agree to this treatment. As I said in my provisional decision, they didn't need to. The policy excludes any costs incurred as a result of not spaying the pet irrespective of any recommendation. So those findings were not correct. That's why I've changed the outcome of Ms L's complaint. As we operate a two-stage process and Red Sands didn't agree with the investigator's view, I have determined the matter in finality accordingly.

Given this isn't a claim Red Sands needed to cover, it follows that I can't consider the impact of their decision on Ms L either. So, whilst I'm sorry to hear that she's experienced stress and worry, I can't say this is because Red Sands did anything wrong. As such I won't be making any awards in her favour.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 8 December 2025.

Lale Hussein-Venn
Ombudsman