

## The complaint

Mr 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 S says Red Sands treated him unfairly.

## What happened

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

## 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 Mr S' complaint for broadly the same reasons set out by the investigator. This is why:

- The starting point is the policy terms. They exclude cover for pre-existing conditions which are defined as "*...if (the pet) has shown signs or symptoms before you joined (Red Sands), or within 14 days from your initial policy start date. This also includes any other condition, injury or illness which is connected to that pre-existing condition as determined by a vet*". Mr S took out cover with Red Sands in mid-June 2024. In June 2025 his pet was treated for a fractured tooth. Red Sands declined that claim as it thought that this claim was connected to a problem the pet had in November 2023 when the pet had swelling on the same side of its face.
- In order to successfully rely on the exclusion Red Sands are saying applies here, the onus is on them to show it has been made out. In this case Red Sands say the pet's vet couldn't say with certainty whether or not the swelling in the pet's face in 2023 was connected to its fractured tooth in 2025. They also rely on their own veterinary evidence which suggests the two problems are related. In particular, Red Sands' own vet says it would be a huge coincidence to have swelling on that side of the face with the hallmarks of a tooth root abscess and the problem not be linked.
- I've considered this in line with the pet's clinical notes. In February 2025 the notes set out that the pet was seen by its vet and no lump or abscess was detected. They go on to record that the pet's teeth were in good condition. In light of that and the fact that the swelling in the pet's face was 18 months before the fractured tooth was discovered, I fail to see how Red Sands, or their vet can say the two incidents were somehow connected. I appreciate Mr S' vet has not supplied anything to support or disprove the exclusion is applicable here, but I can't see that this makes much difference here. To rely on the exclusion Red Sands have, they need to be able to demonstrate how the two problems are connected and, in this case, I am not satisfied that they or their vet has. There's clear evidence here of there not being any problems with the pet's teeth in the intervening period and a considerable lack of

evidence to show how one problem likely caused the other or was linked to it in some way.

- It's not enough to obtain an opinion which simply says they are linked issues. In order to be persuaded that they were connected, I would need to see some credible explanation as to why this was and in this case that has not been supplied. The evidence falls considerably short of what one would expect of a pet insurer to fairly decline a claim. As such I don't think Red Sands treated Mr S fairly and that they need to do more to put things right. I have explained how they should do that below.

### **Putting things right**

Red Sands should pay Mr S:

- His claim subject to the remaining policy terms.
- Interest at 8% per year simple from the time Mr S paid his veterinary fees, until these are reimbursed to him.
- £100 in compensation for the distress and inconvenience Mr S has described in relation to his claim being declined. In this case I think the explanation given by Red Sands was particularly difficult to follow given the pet's veterinary history. So I can quite understand the surprise and concern Mr S experienced in his claim not being paid, as well as the financial and emotional challenges he faced.

### **My final decision**

For the reasons set out above, I uphold Mr S' complaint and direct Red Sands Insurance Company (Europe) Limited to put things right as I have directed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 April 2026.

Lale Hussein-Venn  
**Ombudsman**