

## **The complaint**

Mr E's complaint is about a claim he made on his Red Sands Insurance Company (Europe) Limited ('Red Sands') pet insurance policy, which Red Sands declined to cover.

Mr E feels this is unfair and says that Red Sands should cover his claim and compensate him for the distress and inconvenience turning down his claim caused him.

## **What happened**

Mr E returned from holiday to find his pet was bleeding from his mouth. The bleeding worsened and resulted in the pet being kept in for observation by the vet overnight. Whilst there, Mr E's vet said that they picked up a potential irregularity in the pet's heartbeat. Investigations were undertaken and it was concluded the pet had a growth on its heart.

Mr E says his vet would not operate on the pet's mouth until they were satisfied its heart had been fully assessed and it was safe to do so. Mr E says he made a claim on the policy for his vet's fees in respect of all of this which was unfairly declined by Red Sands.

Red Sands says the insurance Mr E purchased was an accident only policy and did not extend to any illnesses or diseases his pet might have. They said the policy didn't cover investigations into the pet's heart as this was an investigation into an illness. Red Sands also said there was a policy exclusion in relation to the issue with regard to the pet's mouth as it appeared to relate to epulis, which was something the pet had had since 2019. Mr E didn't agree so referred his complaint to the Financial Ombudsman Service.

Our investigator considered Mr E's complaint and concluded that the conditions Mr E was claiming for didn't appear to be related to an accident, which is all the policy provided cover for. In addition, the investigator said that there was a policy exclusion for dental or gum treatment, including root canal and epulis as well as any investigation costs leading up to dental diagnosis. And Mr E's vet seemed to identify the likely cause of the bleeding to his pet's mouth was as a result of epulis or other related gum or dental conditions. As such he said that Red Sands didn't do anything wrong and were entitled to turn down Mr E's claims. Mr E doesn't agree so the matter has been passed to me to decide.

## **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 don't uphold Mr E's complaint. This is why.

It's not in dispute that Mr E's policy only extends to covering accidents, which means it only provides cover for vet's fees in circumstances where his pet has an accident. The insurance doesn't cover him for any illnesses or diseases the pet might have.

Mr E says the bleeding from his pet's mouth was caused by an accident and that the resultant investigations into his heart were necessary before any further investigations could

be made to look into the issues with his mouth. I understand the point he's making but the evidence I've seen doesn't clearly support that the pet had an accident. There's suggestion in the clinical notes that it was thought by Mr E the pet had bitten its tongue, but this was noted as a possibility rather than conclusively the cause. There was nothing that supported this when the pet was examined. And there's no testimony to suggest that the bleeding to the pet's mouth was caused by external factors that weren't related to illness or anything to describe how the pet came to start bleeding from its mouth, which would be consistent with an accident taking place.

In addition, the vet's notes don't support that the cause of the bleeding was a result of any sort of accident. Rather they seem to suggest that the likely cause could be epulis. There are various references to that in the clinical notes. The first is that the pet had had two procedures to remove growths from his gums before. The second was that it looked like epulis was growing again. The notes say the bleeding was coming from the upper right jaw. Reference is made to masses of cauliflower like epuli and that it's very difficult to see the pet's teeth so bleeding could be from epulis, infected tooth or gingivitis. It's recommended that the epuli are removed first before advice can be given about any dental treatment that might be needed. There's nothing that supports that the bleeding resulted from an injury consistent with an accident and in this case the suggestion is that the cause was a pre-existing condition the pet had which was specifically excluded by the cover provided by Red Sands. So, I don't think it was unreasonable for Red Sands decline to pay Mr E's claim.

Turning now to the heart investigations conducted by Mr E's vet. I understand why those were necessary in order to ensure the safety of the pet before it was sedated to investigate the issues with its mouth. But given I've concluded that the issue the pet was being investigated for wasn't likely to be as a result of an injury, I can't say that any further investigations to enable that should be covered either. And in any event the investigations were in relation to a possible illness whether or not that was necessary to investigate the issues with the pet's mouth, and that's not what this sort of cover extends to. It's only intended to cover conditions caused by an accident.

Mr E has said the issue being claimed for was in relation to the pet's mouth and therefore didn't fall into the policy exclusion. The vet's clinical notes make clear that there were multiple growths along the pet's gums consistent with epuli and that blood was coming from the right hand side of the pet's mouth. The notes specifically say "*so bleeding could be from epulis, infected tooth or gingivitis*". The gums are part of the pet's mouth, as are the teeth which are relevant to the problems identified as being the possible cause. Dental or gum treatment is excluded by the policy. But even that wasn't the case, there's nothing to support the cause of the blood was from an injury or accident of any kind. Rather, the evidence I've seen suggests it was from an illness, which the policy doesn't extend to covering.

If Mr E can provide Red Sands with evidence in the form of something from his vet that confirms the cause of the investigations and treatment to the pet's mouth was as a result of an accident and not caused by the epulis or anything else that wasn't excluded by the policy, then I would expect Red Sands to reconsider the claim. In the absence of that, I don't think they need to do anything further. If Mr E is able to provide that kind of evidence, then Red Sands doesn't need to cover any vet's fees in relation to Mr E's pet's heart condition- whether or not that was discovered during this particular visit- because that relates to an illness and not an accident, even though investigations were necessary to allow the pet to be treated safely for the problems with its mouth.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 3 January 2024.

Lale Hussein-Venn  
**Ombudsman**