

The complaint

Mrs R complains about Red Sands Insurance Company (Europe) Limited's decision to decline a claim under her pet insurance policy.

Any reference to Red Sands includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mrs R has a pet insurance policy which is underwritten by Red Sands. Unfortunately, her dog - who I'll refer to as "Y" - was hospitalised having become unwell due to an allergic reaction to medication administered during an operation in which she was spayed.
- Mrs R made a claim on her policy for the hospitalisation and treatment costs, but Red Sands declined it saying it didn't cover routine procedures or claims relating to these. It said "spaying" was a routine procedure, and as the medication (which caused the allergic reaction) had been administered during it, it wouldn't cover the treatment Y required as a result of the allergic reaction to it.
- Mrs R disagreed, she said she wasn't claiming for the cost of the spay and that the severe diarrhoea Y had required hospitalisation for wasn't because of the spay, but rather the medication she'd been administered.
- She added that Red Sands hadn't made it clear in her policy that any claims relating to a routine procedure wouldn't be covered, and so, she didn't consider it fair for it to rely on this to decline her claim.
- Unhappy, Mrs R brought a complaint to this Service. An Investigator considered it but didn't uphold the complaint. Because Mrs R disagreed, the complaint has been passed to me for an Ombudsman's 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 agree with the outcome our Investigator reached, and I'll explain why.

- Mrs R isn't claiming for the cost of the operation to spay Y - she understands this isn't covered by the policy as it's a routine procedure. But she says the treatment Y received because of an allergic reaction to medication administered during the spay should be considered separately. Her position is that it was the medication - not the spay itself - which led to Y's hospitalisation.

- So, I've looked at the policy document to see what it says. Under "*Treatments we don't cover*", it says:

"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."

- Upon clicking the link "[here](#)" – a list of routine, preventative, elective and cosmetic treatments are listed – which includes spaying. And it says: "*any claim as a result of these procedures unless specifically noted in your policy schedule [isn't covered]*".
- Mrs R has said her policy didn't mention that any claim as a result of a routine procedure wouldn't be covered. But the above, coupled with the Insurance Product Information Document (IPID) which says under "*what 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*" satisfies me the policy makes it clear claims *as a result of a routine procedure* won't be covered. And having reviewed the photographs Mrs R has sent of her insurance portal – which shows the aforementioned documents were available to her - I can't agree she wasn't made aware claims as a result of routine procedures weren't covered.
- I appreciate Mrs R and her vet's position is that it wasn't the spay which led to Y requiring hospitalisation - and was instead the medication given during the operation. But as the medication was administered during a routine operation and for the purposes of the spay only, I'm satisfied Red Sands has fairly considered this to be a claim which was the result of a routine procedure. And so, I'm satisfied its decision to decline the claim was fair in the circumstances.
- I know my decision will be disappointing for Mrs R, but I hope for the reasons set out above she understands why I haven't been able to uphold it.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 2 February 2024.

Nicola Beakhust
Ombudsman