

The complaint

Ms H complains that Red Sands Insurance Company (Europe) Limited (Red Sands) has unfairly turned down her claim on her pet insurance policy.

What happened

Ms H made a claim on her pet insurance policy with Red Sands, which she took out in September 2022, for dental treatment by her vet for her dog.

Red Sands turned down the claim. When Ms H complained about this, Red Sands didn't uphold her complaint. It said Ms H's dog's veterinary records didn't show a "*clear dental check*" in the previous 12 months and so, under the terms of her policy, it was unable to give cover.

Unhappy with this outcome, Ms H brought her complaint to us. The investigator who looked at it upheld it. She recommended Red Sands pay the claim (plus interest and minus the policy excess).

Ms H says her dog's veterinary bill was £751.86, her policy has an excess of £250 and so she had to find £500.86 to pay the vet bill.

Red Sands disagrees with our investigator's findings on Ms H's complaint. It says the combination of Ms H's dog's previous history, alongside the vet's assessment at the check that there'd been both previous dental injuries and dental illnesses, meant Ms H's dog had a pre-existing condition which the policy excluded.

So Ms H's complaint has come 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've decided to uphold Ms H's complaint. I'll explain why.

Ms H's policy gave her cover of up to £1,000 for dental treatment for her dog that resulted from an accident or illness. But the policy said this cover would only apply if:

"a dental examination was carried out by a vet within the last 12 months that confirms that there were no previous dental injuries, illnesses or observable changes to [Ms H's dog's teeth] from his normal state, condition or appearance. ..."

It also said: *"Any treatment recommended by a vet needs to be carried out within 3 months from when diagnosed..."*

Red Sands has relied on this exclusion to turn down Ms H's claim. To decide if Red Sands has acted fairly and reasonably in doing so, I've first looked at Ms H's dog's veterinary records.

These show Ms H's dog has had a number of dental problems in the past, starting in 2016. In relation to the dental treatment that's the subject of this claim, Ms H's dog was seen by her vet in August 2022 (following an earlier conversation by phone in June 2022) and the vet had noted dental disease in his records. But the vet says Ms H's dog's teeth weren't causing him any discomfort, so *"the decision was taken not to intervene at that time"*. By January 2023, however, Ms H's vet says the situation had changed and Ms H's dog *"required intervention"* (which was carried out shortly afterwards and within three months of the vet's treatment recommendation).

Red Sands says that for the dental treatment cover in Ms H's policy to apply to her dog's treatment a *"clear dental check"* is needed. It says this is *"basically asking the vet to confirm that there are no pre-existing conditions"*.

I don't think it's clear from the policy exclusion Red Sands is seeking to rely on that a *"clear dental check"* or confirmation of *"no pre-existing conditions"* is needed for Ms H's dog's treatment to be covered. The policy says there must be no previous dental injuries, illnesses or observable changes in Ms H's dog's *"normal state, condition or appearance"*. But the policy doesn't say what it means by *"normal state, condition or appearance"*.

Ms H's dog is an older dog who's had dental problems in the past. From his veterinary history, his teeth seem to reflect his age and had been in much the same condition for a while. So, giving the word *"normal"* its natural meaning, I think it could reasonably be said that, during the veterinary examination, there were no injuries, illnesses or observable changes in Ms H's dog's teeth from what was *his* "normal state, condition or appearance".

Because I don't think the policy term Red Sands has relied on clearly excludes the dental treatment Ms H's dog had, I don't think it's fair and reasonable of Red Sands to turn down Ms H's claim.

My final decision

For the reasons I've given, I uphold Ms H's complaint.

As I've mentioned, I understand Ms H has already settled her vet's bill for her dog's treatment. So I direct Red Sands Insurance Company (Europe) Limited to reimburse Ms H for that payment (but, for the avoidance of doubt, it does not have to reimburse Ms H the policy excess).

I also direct Red Sands Insurance Company (Europe) Limited to pay Ms H simple interest on that payment at the rate of 8% a year from the date Ms H paid it to the date of payment by Red Sands Insurance Company (Europe) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 16 August 2023.

Jane Gallacher
Ombudsman