

## **The complaint**

Miss B'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.

Miss B says that Red Sands treated her unfairly.

## **What happened**

Miss B made a claim on her Red Sands pet insurance policy for dental treatment arising out of gum inflammation.

Red Sands declined the claim on the basis that Miss B's pet hadn't had regular check ups as required by the policy and then later because they thought the claim related to a pre existing condition that arose prior to Miss B taking out the policy. Miss B supplied evidence from her vet setting out the condition being claimed for wasn't pre-existing but Red Sands didn't agree.

Our investigator initially upheld Miss B's complaint and said that Red Sands should pay her claim subject to the remaining policy terms and pay Miss B £100 for the stress and inconvenience caused to her. Red Sands challenged this and provided new submissions to support their position. The investigator then issued a second view saying Miss B's complaint should not be upheld. In response to that Miss B made some further submissions which persuaded the investigator to again uphold her complaint and recommend that Red Sands pay her claim. Red Sands don't agree so the matter has been passed to me to determine.

## **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 Miss B's complaint. I'll explain why.

The policy states:

*"We'll pay up to £1,000 for dental treatment, as long as your pet didn't have any pre-existing dental conditions. A vet must have given your pet a dental exam within the last 12 months to confirm their teeth were healthy and any treatment must be carried out within 3 months. If you don't follow these requirements, your claim will not be paid."*

Under the heading "Pre existing conditions" the policy states:

*Pre-existing conditions aren't covered in this policy. A condition, injury or illness is pre-existing if (the pet) has shown signs or symptoms before you joined (Red Sands), or within the first 14 days of 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.*

*You don't have to tell us about Leopards pre-existing conditions. When you submit a claim, we will request their medical history. Each claim will be assessed, and all relevant exclusions*

*applied from the date your policy started.”*

Red Sands say the condition being claimed for is pre-existing because the pet's clinical records record that it had mild plaque in January 2021 and this was before the policy was in place. Red Sands say that this is evidence that the pet had the start of the dental disease it was eventually treated for. They've also provided submissions from a veterinary nurse setting out that dental disease is progressive and always begins with a mild presentation. As such they consider that the pet was showing signs of the illness it was eventually treated for before cover was in place. They also say that their policy terms would entitle them to place an exclusion against the policy from the start and that exclusion would extend to any claims for the pet's teeth, gums and mouth as a whole.

I've considered what Red Sands have said and the pet's clinical notes. Whilst it's true that there's a very brief entry on the pet's clinical records in January 2021 setting out the pet has mild plaque, I've not seen anything to suggest that any treatment was recommended for this at all. Miss B's vet says that there is no evidence at all in the pet's history that supports gum inflammation. And given the pet was seen regularly and certainly every 12 months and nothing was noted by the vet in respect of its teeth that required attention or treatment, I'm not persuaded that this was a sign or symptom of the eventual gum disease it was treated for. I accept Red Sands position that gum disease itself is caused by a build up of tartar or plaque but given Miss B's pet had been seen and treated regularly and no treatment was recommended for its mild plaque, I'm not satisfied that this entry amounts to a sign or symptom of the treatment it eventually required.

I appreciate Red Sands policy entitles it to apply exclusions for pre-existing conditions. But for the reasons I've set out, I'm not satisfied that the fleeting reference to mild plaque without a treatment plan or anything to support this problem progressing is enough to entitle them to do this. And whilst Red Sands say that the exclusion would have extended to the pet's teeth, gums and mouth as a whole, they haven't provided any underwriting criteria in this case to support this. For those reasons I don't agree that the exclusion should apply.

Red Sands have also said that Miss B's pet didn't have a specific dental examination within the 12 months preceding the claim to confirm the pet's teeth were healthy and when she did, she didn't carry out the treatment that was recommended within 3 months. I've looked at the pet's clinical history and I'm satisfied that it did have regular health checks throughout Red Sands' period of cover and from the point that mild plaque was recorded by the vet in January 2021. Whilst it's true that there's no specific dental examination noted until February 2023, that doesn't to my mind mean that the pet's teeth were not examined during this time. Miss B's vet says that any concerns that were addressed with Miss B were always noted in the pet's clinical history. Given the pet was having annual health checks and there was no record of any problems with its teeth, including a build up of plaque, I'm not persuaded that Miss B failed to arrange for a vet to give her pet a dental exam within the last 12 months. I think a dental check would reasonably have formed part of that so the absence of a specific entry about this doesn't mean that it didn't occur.

Red Sands say that the clinical notes don't record that Miss B's pet had fractured, missing or broken teeth and so they aren't accurate or true. I can see that the pet's notes in 2015, 2018 and 2020 do record fractured, missing or broken teeth this but based on what Miss B's vet has said, if these teeth were not causing Miss B's pet any particular problems, I'm not satisfied that the vet would necessarily have continually recorded their existence. I don't think the absence of these entries means the clinical records are questionable. Rather I think it suggests that these teeth were unremarkable and as they were already noted within the pet's clinical records, I don't think it was necessary for them to be recorded again on every health check- even if some of those entries were previously duplicated on a couple of occasions.

I've also thought about what Red Sands have said in relation to Miss B failing to carry out dental treatment that was recommended to her within 3 months. I can see that in February 2023 the vet recorded the following:

*“try to reduce bacterial load in mouth with eg dentagen water supplement and re-ex in a month for progress have discussed calici swab and potential for needing dental with extractions”.*

Red Sands say that Miss B didn't go back to the vet for another 8 months. As such they take the view that Miss B didn't comply with the policy requirement that *“any treatment must be carried out within 3 months”*.

Miss B says that she did comply with the treatment suggested which was to try the oral treatment recommended before returning her pet to the vet to assess whether dental extractions were needed. She said she did this for a couple of months. Miss B's vet has also said that Miss B failing to bring her pet back a month later would have made no difference to the outcome of the claim because the course of extractions recommended would always have been recommended.

I've considered what both parties have said, and I'm not persuaded that Miss B didn't comply with the requirement to carry out treatment within 3 months. She did carry out the treatment which was to try oral treatment. So, she wasn't in breach of this term. And though I appreciate that Red Sands feels she should have returned to the vet after a month, I'm not satisfied that her not doing so breached any specific terms and even if it did, the evidence I've seen supports that this would not have made any difference to the outcome of Miss B's claim in any event. Red Sands say this might have led to more extractions than the ones eventually claimed for. But this isn't supported by any specific evidence or the findings of the pet's own vet. As such my finding is that Red Sands are not entitled to rely on this term or any others they think might apply in relation to this issue to reject Miss B's complaint.

Taken together I don't think it was reasonable for Red Sands to decline Miss B's claim. I've set out what Red Sands should do to put things right below. In doing so I've taken into account the impact Red Sands' actions have had on Miss B- in particular the fact that it put her under considerable financial strain just before Christmas, that she has been living in a deficit as a result of funding her vet's fees herself and incurring bank charges.

### **Putting things right**

Red Sands should pay:

- Miss B's claim subject to the remaining policy terms.
- Miss B interest of 8% per year simple on the sum they pay her from the time her claim was made until it is paid.
- Miss B £100 in compensation for the distress and inconvenience caused to her as a result of declining her claim.

**My final decision**

For the reasons set out above, I uphold Miss B's complaint and direct Red Sands to put things right in the way I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 26 September 2024.

Lale Hussein-Venn  
**Ombudsman**