

The complaint

Mr K is unhappy Red Sands Insurance Company (Europe) Limited didn't authorise a claim on his pet insurance policy.

What happened

In October 2023 Mr K's vet sought pre-authorisation from Red Sands for treating Mr K's dog for dental swelling. Red Sands said it wouldn't cover the claim as the policy excluded any dental or gum treatment. Mr K said information he'd been provided with said no exclusions had been applied to his policy.

Our investigator was satisfied the claim Mr K wanted cover for related to dental disease (and wasn't a symptom of any other underlying health condition). And that wasn't covered by his policy. She thought the information Mr K had referenced related to exclusions specific to his dog rather than the general exclusions the policy contained. And she thought the exclusion for dental treatment had been made clear in the information Red Sands was responsible for which it had drawn to his attention when the policy was sold.

Mr K didn't agree. He didn't think the information he'd been provided with did make the exclusion clear as it said none had been applied. And he thought the policy had been mis-sold. So I need to reach a final 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.

The relevant rules and industry guidelines, Red Sands has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably

I've looked first at the terms and conditions of Mr K's policy. It does cover vet fees if his pet becomes ill or gets injured. However, the policy sets out treatments it doesn't cover which include *"any dental or gum treatments or conditions...this includes the costs of any tests that lead to a dental or gum problem being diagnosed"*.

In this case the vet's notes from October 2023 record *"swollen left side of the face"* and identify that *"gum above 208 and 209 is swollen, red, heavy tartar, painful to touch, abscess. Discuss about dental and extraction, booked in for 3.11.2023"*. It's that for which pre-authorisation was sought and I think it's clear that related to a dental treatment. And I haven't seen anything to show the underlying cause of that related to anything other than the gum abscess. There is a reference in the vet notes to a possible disorder affecting the muscles used for chewing but that doesn't appear to have been investigated further. In any event there's no indication the dental problem was caused by that condition; Red Sands' in house vet says the progression of the muscle disorder would have resulted in different symptoms. So I think it was reasonable of Red Sands to conclude the exclusion for dental treatment would apply to the claim Mr K made.

I've gone on to consider whether it's fair of it to rely on that condition. In particular I've taken into account Mr K's key argument which is that information he was given about the policy said no exclusions would apply. And the exclusion for dental treatment wasn't made clear when the policy was sold (meaning the policy was mis-sold to him).

Mr K's policy schedule does contain a section headed "*Your Exclusions*". That says "*Exclusions that have been applied to your policy: None*". But in my view that needs to be read in the context of this section as a whole; the preceding paragraph relates to pre-existing conditions and what cover is available for them. I think any exclusions that were then included would logically relate to something specific to Mr K's circumstances given this section is titled '*Your Exclusions*'. I don't think it can reasonably be read as meaning none of the general exclusions the policy contains apply to the cover he took out.

In any event I think the other information Red Sands produced about the policy made clear what cover it offered. In particular the Insurance Product Information Document (IPID) says "*What is NOT insured...any dental or gum treatment, including root canal treatment and epulis, as well as any investigation costs leading up to a dental diagnosis*".

As Red Sands is responsible for the business that sold this policy to Mr K it is also needed to ensure the significant features and exclusions of the policy (which would include the exclusion for dental treatment) were drawn to his attention during the sales process. I think it did. As part of the sales process Mr K was provided with the policy terms and IPID and was required to confirm he'd read these to progress his application. In addition, the quote summary produced by the aggregator website he used said "*Not covered*" in relation to dental treatment. I think it would have been clear to Mr K his policy didn't include cover for this and I don't think it was unfair of Red Sands to rely on that exclusion when turning down his pre-authorisation claim.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 June 2025.

James Park
Ombudsman