DRN-5552055

The complaint

Mrs D complains about how Red Sands Insurance Company (Europe) Limited has dealt with a claim she made on a pet insurance policy.

Red Sands is the underwriter of this policy, i.e. the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims and complaints on its behalf. As Red Sands has accepted it is accountable for the actions of the agent, in my decision, any reference to Red Sands includes the actions of the agents.

What happened

The details of the complaint are well known to both parties, so I don't intend to repeat them in full again here. I will list what I believe to be the key events that led to this complaint below and then I will go to focus on providing my reasons for my decision.

Mrs D is unhappy about the following:

- There has been a problem with emails being received from Red Sands in respect of claim payment breakdowns. Red Sands have said these have been sent by post as an alternative, but she hasn't received them all.
- When asking for her husband, Mr D to be added as an authorised contact to the policies held with Red Sands, the adviser mentioned a closed policy which had been held for a pet that had sadly passed away. Mrs D has said this caused her distress and upset.

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.

I'm aware Mrs D feels very strongly about what has happened and I have summarised the complaint in far less detail than she has provided. However, I want to assure Mrs D I've considered and thought carefully about all of the points she has made. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by both parties to reach what I think is a fair and reasonable decision.

Having done so I agree with the conclusion reached by the Investigator that the complaint should be upheld, and compensation be awarded to Mrs D. I do so for the following reasons:

- I'm satisfied due to the return code produced by the first failed email the issue appeared to be with the ability of Mrs D email service provider to accept the email at that time. So, this wasn't due to something Red Sands did incorrectly or could influence. Or was it something Mrs D would have been aware of as naturally; she didn't receive the email.
- I'm satisfied Red Sands acted reasonably in contacting Mrs D by text message and arranging to send further claim payment breakdowns by post.

- Mrs D has said that not all of the claim breakdowns have been received. Red Sands has provided evidence that these were produced and dispatched by its system so I can't fairly say it should be held responsible for them failing to be delivered to her through the postal system. However, I'm pleased to see the Investigator requested these be resent to Mrs D so hopefully she has these now.
- My consideration only extends as far as the date of Red Sands' response to Mrs D's complaint on 25 February 2025 so anything that has been sent or happened after that date has not been covered in these findings. This would include Red Sands subsequently changing the communication preference for all communications about the policy to post. Mrs D would be free to raise further complaints if she has concerns about anything that has happened since that date.
- Red Sands has acknowledged its adviser should have made it clearer why they were offering to add Mr D's details to a closed policy, and they recognised by not doing so they caused distress for which they apologised. However, in communicating their apology they referred to inconvenience which wasn't relevant or appropriate to the situation. So, I can understand why this would have further frustrated Mrs D and compounded the distress caused by the original situation.
- It's clear Mrs D was caused distress by the adviser's actions, and I don't think a poorly worded apology goes far enough to put things right so I will be making an award of compensation for this. As I've set out above, I don't think the problems with the emails were due to an error made by Red Sands, but I do recognise it has meant Mrs D has had to communicate with it more than usually would be expected to sort things out.
- Having considered everything, I think Red Sands should make a payment of £100 compensation to Mrs D. I know Mrs D has asked for a payment of more than this and I've taken into account what she has explained about her health situation, however I'm satisfied it is a fair and reasonable amount which reflects the fact Red Sands' actions have had an impact on Mrs D.

My final decision

My final decision is that I uphold Mrs D's complaint against Red Sands Insurance Company (Europe) Limited. I direct it to pay Mrs D £100 compensation.

Red Sands Insurance Company (Europe) Limited must pay the compensation within 28 days of the date on which we tell it Mrs D accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 3 October 2025.

Alison Gore
Ombudsman