

The complaint

Mrs M complains Red Sands Insurance Company (Europe) Limited has unfairly declined a claim she's made on her pet insurance policy following treatment undertaken for her dog.

What happened

Red Sands is the underwriter of the policy so it's responsible for this complaint.

The background to this complaint is well known to the parties and has been comprehensively documented by our Investigator previously so I'll only provide a brief summary here.

- Mrs M's dog – which I'll refer to as "O" – is insured under this policy. O's vet undertook some dental cleaning and during the procedure, decided one of O's teeth needed to be removed and undertook that procedure.
- Mrs M made a claim on the policy and Red Sands declined to cover the claim as it said there was evidence the treatment was necessary as a result of a pre-existing condition. Mrs M complained to Red Sands but it said the presence of moderate tartar prior to the policy start indicated pre-existing dental disease and so it maintained the claim decline.
- Mrs M raised a complaint with this Service. Our Investigator wasn't persuaded Red Sands had shown the tooth extraction was associated with the previous dental checks. He concluded Red Sands had unfairly declined the claim.
- Red Sands disagreed but its further comments didn't change the Investigator's mind so the case has come 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

With insurance policies, the onus is on the policyholder to show a claim is covered under the policy terms. And if an insurer wishes to rely on an exclusion to decline a claim, as Red Sands has done here, the onus is on it to show the exclusion applies.

So, my decision focuses on whether Red Sands has shown the exclusion more likely than not, applies.

Dental cover

Mrs M's policy provides cover for dental treatment as described below:

"We'll provide 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".

The exclusion for pre-existing conditions

Red Sands declined Mrs M's claim as it said O's dental condition was considered to be pre-existing as symptoms were noted before the policy started. It relied on the following exclusion to decline the claim:

"Pre-existing conditions aren't covered by the policy. A condition, injury or illness is pre-existing if [O] has shown signs or symptoms before you joined [policy provider]...This includes any other condition, injury or illness which is connected to that pre-existing condition as determined by a vet".

As Red Sands is seeking to rely on this exclusion, it has to establish that the treatment claimed for was related to a pre-existing condition.

I have carefully considered the vet's notes relating to O's treatment in the period before the claim, I acknowledge tartar has been mentioned in these since 2021. I've listed below the relevant comments from the notes:

17/05/2021 – *"Teeth mild tartar"*

18/08/2021 – *"Mild tartar teeth"*

26/08/2022 – *"Mild to moderate tartar" / "Plan: Discussed dental"*

11/04/2023 – *"Moderate tartar, no obvious Tooth Root Abscess"*

18/09/2023 – *"Teeth mild to moderate tartar"*

07/10/2024 – *"Teeth moderate tartar mostly caudal upper molars, rest look ok – advise re dental".*

It's clear from the vet's notes, O had dental check-ups through the course of his regular trips to the vet so I'm satisfied this met the requirements for a dental check within the last 12 months. I note tartar is recorded from 2021, fluctuating between mild and moderate. But for me to say this was an indication of a pre-existing condition which led to the tooth extraction, I would have to be satisfied of two things –

- that the condition being claimed for is the same as – or directly connected to – an illness or condition that was present before the policy started; and
- at the point when she took out the policy, Mrs M was aware there was something wrong with her pet.

If, for example, the vet had showed some concern about the tartar and had suggested ongoing monitoring was necessary, that would indicate there was an ongoing problem, which Mrs M was aware of.

Red Sands acknowledges the vet hasn't specifically linked the tartar with the eventual cause of the tooth extraction. And having considered the vet's notes, I haven't found any persuasive evidence which leads me to conclude the vet was concerned about the tartar, had recommended treatment for the tartar or that they determined the tartar was the cause of the tooth extraction. I acknowledge the notes refer to "*Discussed dental*" but Red Sands hasn't presented any further evidence of the content or nature of this conversation to allow me to safely draw any conclusions from this comment.

Overall, I'm not persuaded Red Sands has shown the tartar led to the tooth extraction, and as far as Mrs M was aware when she bought the policy, there was no issue with O's teeth that was likely to need treatment. So I'm not persuaded the exclusion for pre-existing conditions has been applied fairly in this case. It follows I don't think Red Sands has acted fairly in declining this claim.

Putting things right

For the reasons I've explained above, I will be directing Red Sands to accept Mrs M's claim subject to the remaining policy terms and conditions. And if Mrs M has already paid the vet's fees, Red Sands should additionally pay 8% per annum simple interest on the settlement amount from when Mrs M paid the vet's invoice to when it makes settlement, on provision of substantiating evidence from Mrs M.

In unfairly declining the claim, Red Sands has caused Mrs M distress and inconvenience. I will also be directing it to pay Mrs M £100 to reflect this.

My final decision

My final decision is that I uphold this complaint and direct Red Sands Insurance Company (Europe) Limited to:

- Accept Mrs M's claim for O's dental treatment and pay interest on the amount as I've directed above.
- Pay Mrs M £100 for the distress and inconvenience it caused her through its poor claims handling.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 27 June 2025.

Paul Phillips
Ombudsman