

The complaint

Mr F complains that Red Sands Insurance Company (Europe) Limited declined a claim on his pet insurance policy.

What happened

Mr F took out pet insurance for his cat in November 2024. The policy is underwritten by Red Sands. In February 2025 his cat had some dental treatment and Mr F claimed for the treatment costs but Red Sands declined the claim.

Red Sands said Mr F hadn't complied with a policy condition that required him to show there had been a dental exam within 12 months to confirm the absence of pre-existing issues, and continued annual dental checks documented in the medical records, with any treatment carried out within 3 months.

Mr F said his cat had been seen by the vet but treatment had been delayed as his cat needed to lose weight before it could be carried out. He'd taken his cat to the vet to be checked and then followed the advice given. I think he acted reasonably

Red Sands accepted the delay had been on veterinary advice and said it wouldn't rely on that to decline the claim, but said Mr F had still not complied with the requirement for annual dental checks confirming dental health in the 12 months before treatment.

Our investigator said it wasn't fair to decline the claim. He recommended that Red Sands pay the claim, together with compensation for the distress and inconvenience caused to Mr F.

Red Sands provided further comments, which the investigator considered, but this didn't lead him to change his view.

As no agreement has been reached, I need to make a 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.

The starting point when deciding whether the claim was dealt with fairly is the policy terms; these set out the terms of the insurance contract between Mr F and Red Sands.

The policy includes cover for dental treatment but this is subject to the following condition:

"A vet must have given your pet a dental exam within the last 12 months to confirm the absence of pre-existing issues and your pet must continue to have annual dental checks

documented in their medical records. Any treatment must be carried out within 3 months. If you don't follow these requirements, your claim will not be paid."

Red Sands initially said there had been a delay in treatment. It has since accepted that was on the vet's advice and is not relying on that to decline the claim.

There has been some discussion around the reasons for declining the claim. Red Sands' explanation for the decision has altered and it hasn't always been clear what the reason is. But in its final response to Mr F's complaint, Red Sands said the claim was declined because there had been no annual dental check carried out or recorded in the 12 months before treatment, and in response to this investigation it has said "*the fact remains that no annual dental check... was carried out or recorded in the 12 months before treatment.*"

So it seems to boil down to whether Mr F failed to have a dental check in the 12 months before the treatment was done.

The treatment was carried out in February 2025. His cat had been checked in February 2024 – 12 months before the treatment. And he then followed the vet's advice. There were further appointments when the cat's weight was checked, before the treatment was carried out on 24 February 2025. I think he took reasonable steps to comply with the policy requirements in relation to dental checks.

In these circumstances I don't think Red Sands has shown it was fair to decline the claim, which should be paid.

Mr F has explained how upsetting it was to have the claim declined and have to find the funds to pay the vet's fees himself. He was put to considerable trouble pursuing the matter with Red Sands. I think it's fair that he's compensated for this.

My final decision

I uphold the complaint and direct Red Sands Insurance Company (Europe) Limited to

- Settle the claim in line with the remaining policy terms and, as Mr F had to pay the fees himself, pay interest from the date he paid them to the date of payment at 8% a year simple.*
- Pay compensation for £150 to Mr F for the distress and inconvenience caused.

*If Red Sands Insurance Company (Europe) Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr F how much it's taken off. It should also give Mr F a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 9 December 2025.

Peter Whiteley
Ombudsman