

complaint

Mr J complains about how Red Sands Insurance Company (Europe) Limited dealt with his claim under his pet insurance policy.

My references to Red Sands include its agents.

background

Sadly Mr J's dog passed away. He made a claim against his pet insurance for her death and sent in certified copies of documents to support the claim. Red Sands said the following policy term was clear it required original documentation to process the claim:

"Where a claim is made for a pedigree pet you must send us, at your cost, the originals of a recognised Breed Club registration document, Pedigree Certificate and purchase receipt. Please note that all original documentation will be retained by (Red Sands)".

Mr J objected as he said his dog's breed certificate, showing her breeding history, has great sentimental value for him. He frames and displays all his dog's certificates. Red Sands said it would return the original certificate if Mr J sent it but it would have a small stamp on the back which helped prevent fraudulent claims.

Mr J complained to us. He said certified copies of documents from a solicitor were sufficient for many applications (for example, applying for a mortgage) and Red Sands hadn't adequately explained why it had to have the originals. When he'd first phoned to make a claim Red Sands had wrongly told him that he couldn't as the price he'd paid for his dog wasn't on its records. He'd looked at the policy wording, which didn't say claims are invalid without it already having a record of the price paid for a pet. So Red Sands had misled him and he'd not have made a claim if he hadn't checked its advice. It's handling of the matter gave him no confidence that he'd get the original certificate back if he sent it, despite Red Sands now saying it would return the document. And he didn't want his dog's certificate defaced, albeit with a stamp on the back.

Our adjudicator thought Red Sands should accept certified copies of the certificates and assess the claim in line with the remaining policy terms. She also recommended it pay Mr J £150 compensation for his inconvenience caused by its wrong advice.

Red Sands disagreed. It said it asked for original documents to minimise potential fraud claims, as did many insurance companies. It had tried to accommodate Mr J's concerns and agreed it would return the original document.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm upholding this complaint and I'll explain why.

The policy is clear that Red Sands wants the original documents to assess the claim. But I can step outside the policy terms to decide what's fair and reasonable in these particular circumstances.

In this case, Mr J's provided certified copies of the original documents Red Sands requires. A solicitor has seen and marked the copies as having been checked against the originals. The documents show that Mr J's dog was Kennel Club registered and the price paid for her. I think that should be sufficient for Red Sands to assess the claim.

Red Sands says having the actual originals helps prevent fraud. It hasn't given us any detail about how that works and hasn't told us it has any particular concerns that this claim is fraudulent so needs to see the original to check. If it had I may well have come to a different decision.

But on the information I have I think the certified copies are sufficient for this claim. I also take Mr J's point that he has lost confidence that Red Sands would return the documents. The breed certificate has sentimental value for Mr J and I understand why he doesn't want to risk it going astray.

I agree with the adjudicator's recommendation that Red Sands should pay compensation of £150 for Mr J's inconvenience. It gave him wrong advice that he couldn't claim and he only did so because he researched the cover available under the policy terms.

my final decision

I uphold this complaint.

I require Red Sands Insurance Company (Europe) Limited to:

- assess Mr J's claim in line with the remaining policy terms based on the certified copies of documents he's provided
- pay Mr J £150 for his inconvenience it's caused within 28 days of us telling it he accepts my final decision. If it pays later than this it must also pay interest* on the compensation from the date of my final decision until the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 27 February 2017.

Nicola Sisk
ombudsman

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