

The complaint

Mrs G is unhappy with Red Sands Insurance Company (Europe) Limited's decision to decline a claim made on her pet insurance policy.

Any reference to Red Sands includes the actions of its agents.

What happened

Mrs G has a pet insurance policy which is underwritten by Red Sands. She made a claim on the policy when her dog – who I'll refer to as "P" – had an accident whilst on a walk, resulting in her needing surgery to extract a damaged tooth.

Mrs G made a claim on the policy to recover the treatment costs, but Red Sands declined it saying the policy didn't cover dental work.

Mrs G said its decision as unfair and so, brought a complaint to this Service. She said P hadn't required "dental work" relating to decay and poor hygiene, rather the dental surgery was to remove a damaged tooth sustained during an accident. And as accidents are covered under the policy, she said P's treatment should be.

An Investigator considered things but didn't uphold the complaint. She explained dental work was a general exclusion which applied to the entire policy – and so, she didn't think Red Sands had relied on the exclusion unfairly. She also acknowledged Mrs G's concern that the declination email was sent to her late at night, but she didn't consider the impact of this to warrant compensation.

Mrs G didn't agree and so, the complaint has been passed 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.

I've also kept in mind Red Sands duty as an insurer to - in line with the Insurance Conduct of Business Sourcebook - handle claims promptly, fairly and to not unreasonably decline a claim. Having done so, I agree with the outcome our Investigator reached – I'll explain why.

The starting point is the policy document which says under "*Treatments we don't cover*":

"We don't cover any dental or gum treatments or conditions (including epulis). This includes the cost of any tests that lead to a dental or gum problem being diagnosed."

So, on its face, the policy makes it clear that "dental treatment" isn't covered. I note this is also reiterated in the Insurance Product Information Document (IPID) – and so, I'm satisfied this was brought to Mrs G's attention.

I appreciate Mrs G has said P's surgery wasn't for a dental condition – such as poor oral health – and was instead the result of an accident, but that's not what's key here. Ultimately, her policy doesn't cover dental treatment. And as P received dental treatment – albeit for an injury she'd sustained – I'm satisfied Red Sands' decision to decline the claim is fair in the circumstances.

I don't doubt my decision is going to be very disappointing for Mrs G. I appreciate the strain of P's surgery, Mrs G's concern for P's health, coupled with having to pay an unexpected bill would have been upsetting for her. But unfortunately, insurance policies aren't designed to cover every eventuality – and here, Mrs G's policy doesn't extend to dental treatment.

With regards to the time-of-day at which Mrs G was told her claim had been declined – namely, late evening - I can understand why this caused her some distress. But I don't consider the impact of this to be to such an extent that I would deem it necessary to award compensation for it. Though I do expect Red Sands to be receptive to Mrs G's feedback and use it to improve how it communicates with its customers – especially when delivering disappointing news.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 22 March 2024.

Nicola Beakhust
Ombudsman