

The complaint

Mr B has complained that Red Sands Insurance Company (Europe) Limited unfairly refused to pay his claim under his pet policy.

What happened

Mr B bought his policy for his dog on 29 January 2021 where the 'warm up' period ended on 12 February 2021. That meant he had full cover for his dog after 12 February 2021 and obviously he renewed his policy again in January 2022. His dog had a probable burst tooth abscess on 10 July 2023 for which he made a claim for £583.60 for the vet fees in removing a further six teeth, as his dog had had previous teeth removed.

Red Sands said that as Mr B's dog had previous teeth issues before he bought the policy, to include the removal of some teeth, it concluded this claim came from a pre-existing condition which was excluded under this policy.

Mr B was of the view that at the time he bought this policy his dog's teeth were fine. He believes Red Sands was wrong to confuse a 'condition' with a 'previous history'. Red Sands wouldn't change its stance, so he brought his complaint to us.

The investigator was of the view that any such previous teeth issues would indicate a dental disease. Therefore, she believed Red Sands was right to consider Mr B's claim to be from a pre-existing disease, so she didn't think Red Sands had done anything wrong in refusing to pay Mr B's claim.

Mr B disagreed so his complaint has been passed to me to decide.

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.

Having done so, I'm not upholding this complaint. I'll now explain why.

First, I appreciate and understand Mr B will be very disappointed with my decision. I can see from his correspondence with the investigator and indeed Red Sands how strongly he feels about this matter.

Secondly, no one in this service is a qualified vet. What we are adjudicating here is whether the insurer, Red Sands has reasonably and fairly interpreted its policy terms based on the evidence provided by the vet history of Mr B's dog. Therefore, our expertise lies in insurance policies not veterinary science. We decide decisions against insurers, not vets, just to make that clear. Furthermore, other than what is written in the vet history for Mr B's dog, there is no further vet evidence to consider in this complaint, either on behalf of Red Sands or from Mr B's own vet.

Under the rules which govern vets, pet insurers are entitled to rely on what is written in the vet history for the insured pet by any vet who attended and treated that pet. Consequently, if there is any dispute about what was written in the vet history that is then a matter solely between the consumer and their vet and doesn't involve the insurer.

The Insurance Product Information Document (IPID) says the following under 'what is not insured':

'Any accident, illness or condition which is present or has clinical signs or symptoms before taking the policy out or occurs in the first 14 days of the policy.'

The policy document elaborates this and says the following:

'Pre-existing conditions aren't covered in this policy. A condition, injury or illness is pre-existing if [name of pet] has shown signs or symptoms before you joined [brand name of product], or within the first 14 days of your initial policy start date. This also includes any other condition, injury or illness which is connected to that pre-existing condition as determined by a vet.'

'You don't have to tell us about [name of pet] pre-existing conditions. When you submit a claim, we will request their medical history. Each claim will be assessed, and all relevant exclusions applied from the date your policy started.'

'For example, if your claim relates to Diabetes and [name of pet] showed signs or symptoms, received treatment, medication, or advice for this condition before the start of this policy, we will exclude Diabetes together with the related conditions such as Diabetic ketoacidosis (DKA), Insulin deficiency and Reduced insulin levels.'

And it says:

'If you or your vet noticed something was wrong with your pet before you took out the policy, it could be a sign of a pre-existing condition.'

So, in line with many other pet policies, this policy doesn't cover any condition if symptoms or signs of that condition manifested before the policy started or within the first 14 days of the policy starting. This also includes any other condition, injury or illness related to that condition. It gave an example of diabetes. But say for example Mr B's dog had a problem with his eye or ear, before the start of this policy, then no other eye or ear conditions would be covered under this policy either. I consider that if Mr B's dog had problems with his teeth requiring extractions, before the policy started that would also be considered a pre-existing condition, if it arose again whilst on cover under this policy.

It's standard industry practice to exclude cover for pre-existing conditions, so I don't find that unusual or significant. The regulations permit insurers to decide what risks they want to cover and what risks they don't want to cover. It's part of their commercial discretion. Their only duty is to explain that fully in the policy documentation which I consider Red Sands has done here.

So, in order to decide if Red Sands was correct in deeming Mr B's claim for the removal of some of his dog's teeth a pre-existing condition, I need to look at what Mr B's vet wrote in the vet history.

The vet history shows the following:

- 11 March 2020 in the Post dental care sheet it says *'Dental disease is extremely*

common in our pets. They rely on you, as their owner, to clean their teeth daily and ensure regular dental health checks with our nurses. Where dental care for your pet is not established, tartar is allowed to build up on your pet's teeth. Tartar is a mix of bacteria, saliva and food particles and forms a hard brown coating on your pet's teeth, a build up of tartar leads to gum inflammation (gingivitis) which can be seen as sore, red gums that bleed easily. If left without treatment, periodontal disease occurs - a condition involving infection and destruction of the tissue around the tooth which can eventually lead to tooth loss.'

- 13 March 2020 '1.0 Dental dog<25Kg temp 38.7, both extraction sights look good just red. Extract 105 106 205 206, rest all fine so S+P rest.'
- 28 May 2020 'teeth good'.
- 18 March 2021 'Teeth awful! Heavy tartar generally, needs S+P poss extractions, only had dental 1 year ago but needs another.'
- 24 April 2021 '1.0 Dental dog<25Kg – scale & polish S+P - teeth seem improved since last seen, evidence of tartar cracked off already? Brushed already? No extractions needed'.
- 8 March 2023 'Teeth tartar ++'.
- 6 July 2023 'pain on opening mouth, cried out, bad teeth also'
- 12 July 2023 '1.0 Dental dog <25kg extractions (with drill) Exam mouth - blood from right upper arcade close to 107/108 - likely burst abscess rhs able to open mouth widely without pain now.'

The issues in July 2023 are concerning the claim Mr B made which Red Sands declined to pay.

Mr B bought this policy on 29 January 2021 and the initial 14-day period expired on 14 February 2021. Prior to this Mr B's dog had four teeth extracted on 13 March 2020. The vet said his teeth were 'awful' in March 2021 so a short time after this policy started and previously in May 2020 the vet said his teeth was fine following the extraction and scale and polish done in March 2020.

However, in the post dental care sheet given to Mr B in March 2020, it clearly details what dental disease is and how it can lead to the loss of teeth. Mr B's dog had teeth extracted in March 2020 and again in 2023. So, I consider it's not a question of confusing 'history' and a 'condition' as Mr B contends, it's simply a matter that sadly Mr B's dog is prone to dental disease and had another episode of it in July 2023 with further teeth being extracted. The dental condition existed by virtue of the first extractions. It's irrelevant that in May 2020 his teeth were fine. Mr B's dog had the extractions and a scale and polish on the remaining teeth a mere two months earlier. But as the further events showed this dog was prone to dental disease which also isn't an unusual condition. Therefore, because there was an instance of dental disease before the policy started and again this year, I consider Red Sands has done nothing wrong in declining Mr B's claim as it concerns a pre-existing condition.

For the avoidance of any doubt, I don't consider it's that relevant here whether Mr B had his dog's teeth checked as per the policy conditions in 2022. The condition 'dental disease' was already established in my view in 2020 and reoccurred again in 2023. Had Mr B's dog never had any teeth extracted and made his claim, then given there was no dental check-up noted in the vet history for 2022, it might have been relevant that there was no dental check up in the preceding 12 months. The relevant policy condition says the following:

'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.'

So, in conclusion I consider Mr B's dog did have a dental condition and it was pre-existing since it occurred in 2020 and Mr B took out his policy in 2021. And it then reoccurred in 2023. Therefore, I don't consider Red Sands did anything wrong in declining to pay Mr B's claim, given the wording of the terms and conditions of the policy.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 December 2023.

Rona Doyle
Ombudsman