

## **The complaint**

Mr E's complaint is about the refusal of a claim he made under his pet insurance policy with Red Sands Insurance Company (Europe) Limited.

## **What happened**

In October 2023, Mr E made a claim for the cost of dental treatment for his cat. His cat had to have two teeth removed due to resorptive lesions. Red Sands declined the claim as it said the cat had dental disease before the policy started in February 2023, which means that the claim is for a pre-existing condition and as such is excluded from cover. Red Sands also says that the policy requires that the insured pet have a clear dental check-up within the previous 12 months, which was not the case here.

Mr E is very unhappy with this and says the claim is unrelated to the mild tartar build-up and gingivitis previously identified by the vet and therefore the claim should be met.

As Red Sands did not change its position, Mr E brought his complaint to this Service.

One of our Investigators looked into the matter. The Investigator said mild tartar and gingivitis had been noted by the vet previously but the vet had also recorded that the teeth were fine in March 2023. In addition, the vet did not think the tartar was linked to the claim and scaling and polishing the cat's teeth (which is the treatment for tartar and gingivitis) would not have prevented the issue that gave rise to this claim. The Investigator therefore did not consider that Red Sands could fairly rely on the exclusion of pre-existing conditions clause and recommended the complaint be upheld and Red Sands should reconsider the claim.

Red Sands did not accept the Investigator's assessment, so the matter has been passed to me.

## **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.

### Dental check

Mr E's policy with Red Sands provides cover for dental treatment as follows:

*"We'll pay 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."*

I have considered the vet's notes for Mr E's cat. They show there had been mention of tartar since 2019. I will list the relevant entries in the notes below:

February 2019 "*mild dental tartar*"

August 2019 "*moderate dental tartar accum partic on upper caudal arcade no FORL [feline odontoclastic resorptive lesion, which is the condition claimed for] lesions found.*"

September 2020 "*teeth moderate plaque accum and mild gingivitis*".

In March 2021 "*decent teeth*"

July 2021 "*rather decent teeth for the age*"

September 2022 "*mild generalised dental plaque*".

There was tartar build up and mild gingivitis noted since 2019 but the vet also recorded that the teeth were in good condition.

Mr E's vet also examined the cat's teeth in March 2023, which was within 12 months of the claim, and recorded that the cat had "*decent teeth*". And a few days later that "*teeth seem fine*".

The policy only requires that a vet confirm the teeth are healthy and it does not mention gingivitis, which affects the gums, or plaque that was not affecting the health of the teeth. In my opinion the vet confirmed in March 2023 that the cat's teeth were healthy within 12 months of the claim and so Red Sands cannot reasonably rely on this policy term to refuse the claim.

Was Red Sands entitled to exclude the claim as being or a pre-existing condition?

Pre-existing conditions are defined under the policy as being:

*"A condition, injury or illness is pre-existing if ... [your pet] has shown signs or symptoms before you joined ... 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."*

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

Red Sands says that since 2019 the cat had an "*accumulation of tartar among other abnormalities*", mentioned several times in the vet's notes. It says that tartar and gingivitis do not resolve themselves, without intervention, so these were only going to get progressively worse. Red Sands says that the previous tartar and gingivitis means the cat had dental disease and so it is entitled to exclude any claim relating to the teeth, gum or mouth as a whole.

However, I have seen no convincing evidence that the tartar and gingivitis is linked to the resorptive lesions. The only vet evidence provided to me is from the treating vet, which says the cause of resorptive lesions in cats is not well understood and that:

*"many cats are presented with resorptive lesions without any other signs of dental disease. In ...[this] case the plaque formation and the gingivitis were obviously mild and there was no sign of significant periodontal disease or stomatitis. Therefore I believe that in his case a direct cause for his resorptive lesions cannot be established and a dental scaling and polishing procedure would have been unlikely to affect in any way the development of the condition."*

Given that I do not think Red Sands has established that the lesions are a result of the tartar and gingivitis previously noted, I do not consider that Red Sands fairly declined Mr E's claim for the cat's dental work on the grounds that it was a pre-existing condition.

#### Exclusion for any claims relating to the teeth, gums and mouth

Red Sands has also said that as Mr E's cat had signs of dental disease before the start of the policy in February 2023, it applied a general exclusion for anything to do with the teeth, gums and mouth. And as such it says this claim is excluded under that term.

This is effectively a retrospective exclusion. We would only consider it fair for an insurer to backdate a policy exclusion to the policy's start date if it could show that the consumer had failed to answer its clear questions at inception of the policy with reasonable care.

Red Sands has not provided any evidence to show that Mr E failed to answer any questions at inception with reasonable care. Instead it seems to rely on the following wording in the policy:

*"You don't have to tell us about ... 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".*

However, as I do not consider Mr E's claim was for a pre-existing dental condition, it seems to me unreasonable to retrospectively apply an exclusion for all claims relating to the teeth, gums or mouth. I do not therefore consider that Red Sands can reasonably rely on it to refuse this claim.

Given the above, Red Sands should reconsider the claim. I also consider it appropriate that Red Sands pay Mr E compensation of £100 for the trouble caused to him by the unreasonable refusal of his claim.

#### **My final decision**

I uphold this complaint and require Red Sands Insurance Company (Europe) Limited to reconsider the claim subject to the remaining terms of the policy; and to pay Mr E the sum of £100 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 24 April 2024.

Harriet McCarthy  
**Ombudsman**