

The complaint

Mrs B complains about Pinnacle Insurance Plc (Pinnacle) rejecting claims for dental treatment of her rabbit under her pet insurance policy.

What happened

Mrs B had a pet insurance policy providing cover for one of her rabbits. The rabbit required treatment, initially in March 2020 and then in December 2020. Mrs B made a claim for the cost of treatment on both occasions, but her claims were declined by Pinnacle.

In respect of the claim for treatment in March 2020, concerning dental issues, Pinnacle declined the claim on the grounds that Mrs B's rabbit hadn't (as required under the terms of the policy) had an annual check by a vet (or if not annual, as recommended by a vet) between September 2017 and March 2020.

Unhappy at her claim being declined, Mrs B complained to Pinnacle. In their final response in July 2020, Pinnacle didn't uphold the complaint. They said that her rabbit hadn't had annual booster vaccinations (or a health check at the same time) despite having been sent reminders. As such, Pinnacle confirmed their decision to reject Mrs B's claim as she hadn't had the annual checks (or as recommended by a vet) that were a condition under the policy.

In respect of the second claim in December 2020, it was in respect of anorexia. But it was assessed by Pinnacle as being related to dental issues and they considered it to be a continuation of the earlier claim they'd rejected. As such, they declined the second claim for the same reasons as the first.

Mrs B thought this was unfair, so complained again to Pinnacle. She didn't think the second claim was a continuation of the first and between the two treatments her rabbit had been checked by a vet and no issues had been found. Pinnacle rejected Mrs B's complaint, saying in their final response that the absence of a history of annual checks they'd noted when rejecting the first claim also meant that they couldn't consider the second claim.

Unhappy at Pinnacle's rejection of her claims (and complaints), Mrs B complained to this service. While Mrs B's complaint was within six months of Pinnacle's second final response, it was more than six months after their first final response. However, Miss B provided details of her circumstances that she said prevented her complaining within six months of the first final response. We shared those details with Pinnacle, who agreed that we could consider the rejection of both claims.

Our investigator didn't uphold Mrs B's complaint. He concluded that, from the reports from the vets who had seen Mrs B's rabbit, the rabbit wasn't seen between September 2017 and March 2020. Based on this, the investigator concluded that Pinnacle had fairly declined the first claim. On the decline of the second claim, the investigator concluded that as the treatment had been classified as dental related, the same policy exclusion used by Pinnacle to decline the first claim was used fairly to decline the second claim.

Mrs B disagreed with the investigator's conclusions and requested an ombudsman review the complaint. She said that Pinnacle hadn't properly considered the policy alternative (to annual checks). She also considered that the absence of annual vet recommendations supported her view that no checks were required. She also argued that having had treatment for dental issues in March 2020, then this was effectively a check-up and the second claim wasn't a continuation of the first.

In my findings while I agreed that Pinnacle had acted reasonably in declining Mrs B's first claim, they didn't act reasonably in relying on the same exclusion to decline the second claim as they had relied on to decline the first claim. To put things right, I thought Pinnacle should assess Mrs B's second claim without relying on the exclusion, in line with the remaining terms and conditions of the policy.

As I disagreed in part with the investigator's view, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below.

What I've provisionally decided – and why

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

My role here is to decide whether Pinnacle has acted fairly towards Mrs B.

The main issue in Mrs B's complaint is the decision of Pinnacle to decline both her claims, in March 2020 and then December 2020. But there are different aspects to each decline and whether the two claims are (as Pinnacle believe) continuations of the same issue, or - as Mrs B maintains – they're separate. I've considered the decline of each claim in turn, then the question of whether they are separate or a continuation.

On the decline of the first claim, Pinnacle's view is that Mrs B didn't comply with the terms and conditions of the policy relating to the need for annual checks (or, if not annual, at intervals recommended by a vet.). Mrs B disagrees, saying that Pinnacle hasn't properly considered the policy alternative (to annual checks). She also contends that the absence of evidence of annual vet recommendations supports her view that no checks were required.

I've considered both views carefully. In doing so I've looked at the relevant policy terms and conditions that Pinnacle say Mrs B didn't comply with. The key condition is contained in Section 4 – Your Insurance Cover under "A - Veterinary Fees", where the wording "What you are covered for" states:

"6. The cost of treatment for a dental condition and any related conditions, provided:

- (a) there is a history of annual check-ups (or if not annual, as recommended by your vet) and evidence that any advice given has been followed within 3 months;*
- (b) the treatment is to relieve suffering due to illness; and*
- (c) the dental treatment was recommended and undertaken after the first 2 years of cover."*

The key wording is that under (a). Pinnacle say that [both] claims were declined because there wasn't a history of annual check-ups and a gap in the medical history between September 2017 and March 2020. This isn't disputed by Mrs B, but she maintains Pinnacle haven't considered the second element of the condition (the reference to "or if not annual, as

recommended by your vet.”) Mrs B argues that the absence of recommendations for an annual check mean that no checks were required.

I've thought about this point, given the wording of the condition. But I don't agree with Mrs B's argument. Reading the condition, I think the presumption in the first instance is that an annual check-up is carried out. If this doesn't happen, then the alternative is that a vet makes a recommendation for check-ups at intervals other than annual. I don't think the absence of such a recommendation indicates that no checks are required. As such, I agree with Pinnacle's view that Mrs B hadn't complied with this condition. As Pinnacle were relying on this to decline the first claim, then the onus is on them to show that this exclusion applies. Given what I've concluded, then I think they've done this and so they acted reasonably in declining Mrs B's first claim.

Turning to the second claim, Pinnacle argue that while the issue was anorexia, it was assessed as being related to dental issues and they considered it a continuation of the earlier claim they'd rejected. As such, they declined the second claim for the same reasons as they declined the first. Mrs B argues that the treatment for dental issues in March 2020 effectively constituted a check, which was only nine months before the issues that arose in December 2020. Also, that Pinnacle's decline of the second claim because of the absence of annual checks between September 2017 and March 2020 in effect meant that all future claims for dental treatment would be declined.

I've considered these points carefully. I've also looked at the case notes for Mrs B's rabbit, including records of its treatment. From the claim form in respect of the December 2020 treatment, the issue is recorded as anorexia and that it isn't a continuation of a previous claim and that the issue began in December 2020. Nor that the rabbit had been previously seen for the illness, any similar or related illness, or any similar or related clinical signs. But the form does go on to record that the claim is for a dental or related condition. At least some of the treatment administered in December 2020 is clearly dental in nature (the removal of teeth). I've considered this, given Pinnacle's view it was a continuation of the earlier claim.

While it's true that on both occasions the issues (and treatments) were dental in nature, I'm not persuaded that the second claim was a continuation of the first. That's because the indications from the case notes are that the treatment administered under the first claim was successful, and that the post operation check indicated no problems. This suggests to me that the issues that subsequently arose weren't those that had previously arisen (and treated successfully) in March 2020).

That being the case, I've concluded it was unfair for Pinnacle to rely on the same exclusion (the absence of annual checks, or alternative as recommended) to decline the second claim. In effect, the treatment in March 2020 and subsequent indication of no issues would be equivalent to a check-up. And as the subsequent issues arose only some nine months later, then it suggests that they were new issues unrelated to the previous ones (and therefore unrelated to the absence of a medical history between September 2017 and March 2020).

Based on this, I've concluded that while Pinnacle acted reasonably in declining the first claim, they didn't act reasonably in relying on the same exclusion to decline the second claim as they had relied on to decline the first claim. To put things right, I think Pinnacle should assess Mrs B's second claim without relying on the exclusion, in line with the remaining terms and conditions of the policy.

My provisional decision

For the reasons set out above, my provisional decision is that I uphold Mrs B's complaint in respect of the decline of her claim in December 2020. I intend to require Pinnacle Insurance Plc to:

- *Assess the claim without relying on the exclusion, in line with the remaining terms and conditions of the policy.*

Mrs B responded to say that, having reviewed the provisional decision, she had no further information to provide. But she added that if Pinnacle provided a further response, she should be given an opportunity to consider it and respond.

Pinnacle responded to say that they reviewed the findings [in the provisional decision] and that they agreed to assess the [December 2020] claim without relying on the exclusion, in line with the remaining terms and conditions of the policy.

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 remain of the view that the complaint should be upheld in respect of Mrs B's complaint in respect of the decline of her claim in December 2020.

As Mrs B didn't have any further information to provide and Pinnacle agreed to my provisional decision that they should assess the December 2020 claim without relying on the exclusion, in line with the remaining terms and conditions of the policy, I haven't changed my view to uphold Mrs B's complaint in respect of the decline of her claim in December 2020. So my final decision and reasoning remains the same as my provisional decision.

My final decision

For the reasons set out above, my final decision is that I uphold Mrs B's complaint in respect of the decline of her claim in December 2020. I require Pinnacle Insurance Plc to:

- Assess the claim without relying on the exclusion, in line with the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 22 March 2022.

Paul King
Ombudsman