

The complaint

Ms H has complained that Pinnacle Insurance Plc unreasonably refused to pay her pet claim.

Ms H is represented by Mr A but for ease of reference I shall just refer to Ms H throughout.

What happened

Ms H bought a time limited pet policy for her dog on 10 October 2012 through a branded name which is now underwritten by Pinnacle which provides cover of £4,000 for any condition limited to a year. Once that year is up, there is no further cover provided for that condition. So, in effect every condition her dog may suffer from has cover for merely 12 months.

In August 2021, Ms H made a claim for vet fees of £917.62 for investigations into her dog's coughing issue. Pinnacle said that Ms H's dog was first treated for heart issues on 12 November 2015. Since these investigations included cardiac investigations, therefore, the time limit in which she could still claim for anything to do her dog's heart was up by 12 November 2016. Consequently, her claim was declined.

Pinnacle wouldn't change its stance when Ms H appealed saying it wasn't clear that heart issues were causing her dog's illness, so she brought her complaint to us. The investigator was of the view Pinnacle hadn't done anything wrong given the vet history. Ms H disagreed so her complaint was passed to me to decide.

I issued a provisional decision on 5 April and I said the following:

'First however, I want to deal with Ms H's contention that Pinnacle or indeed the previous underwriter, since Pinnacle only took over the underwriting in October 2020, should have advised her about the limited cover of this policy, and that a lifetime policy would have been better. Pet policies are sold on an 'unadvised basis', so that means those selling it are merely under a duty to explain the cover available but there is singularly no duty to advise any consumer about what might be best for them. Here Ms H's policy clearly details it's a time limited policy and conditions are only paid for 12 months up to the benefit limit which in Ms H's case is £4,000. This is because it says the following on page 1 of the policy booklet:

*'Gold and Silver are Time Limited policies which provide cover for up to 12 months from the start of the treatment up the limit specified in your certificate of insurance. Once this limit is reached or the 12 months are up, you will no longer to be able to claim for that condition.
Platinum, Cat Care and Cat Care Plus are Lifetime policies which provide cover up to the limit specified in your certificate of insurance. This limit is renewed each year.'*

Ms H's certificate of insurance clearly shows she chose 'gold' cover back in 2012. It also clearly details on the certificate of insurance that it's 'Time Limited', and Ms H would have received a new insurance certificate at each renewal detailing the same, year after year since 2012. And obviously Pinnacle who only took over the underwriting in 2020, would have nothing to do with the sale of this policy at all.

However, there is no regulatory requirement within the Financial Conduct Authority (as Ms H has quoted the incorrect regulation for pet policies in her submissions to us) that any provider of pet insurance has any duty to advise consumers or policyholders about whether the product they have or are choosing is right for them. That's a decision only the consumer or policyholder can make for themselves on the basis of the information given about the policy by the entity selling it. It's very clear to me that cover Ms H chose for her was very clearly 'time limited' and that this benefit restriction was properly and clearly explained. If Ms H remains concerned about this aspect, she needs to take it up with the entity that sold her the policy, which for the avoidance of any doubt, was not Pinnacle.

Secondly, turning to the definition of treatment, it is defined in this policy and therefore it's that definition which prevails in law and not any other definition which Ms H has detailed. That means 'treatment' does include investigation costs as the investigator explained in his view. This is because the policy defines it as the following:

'... any examination, consultation, advice, tests, X-rays, medication, surgery, nursing and care provided by a vet, veterinary practice or member of an approved professional organisation following your vet's instruction.'

Since a pet policy covers vet costs and vet costs include investigations, having such a definition is reasonable. And according to the claims history available to Pinnacle Ms H did make a claim in 2015 concerning cardiac investigations then, which was paid.

Turning now to rest of Ms H's complaint, concerning the declinature of her claim, in February 2022, Ms H told us her vet had changed the medication for her dog to cerenia and that her dog was now only being treated for a potential trachea collapse. Cerenia is not a heart related medication at all, it's is an antiemetic used to treat vomiting and motion sickness in dogs and cats. It also may act as a mild pain control medication.

The vet history details that on 27 January 2022 the dog was on vetmedin (a cardiac medication) at a maintenance dose. But Ms H's dog started coughing badly again. The vet thought it was due to a trachea collapse which was also discussed last August. The vet felt they needed x-rays plus a heart scan. The vet also prescribed meropitant another antiemetic. By 23 February 2020, the dog was doing very well on cerenia, and Ms H wanted to wean him off the other medications. The vet also wanted to do x-rays to check for the trachea collapse and to see if he was a good candidate for a trachea stent. As Pinnacle are aware Ms H asked for pre-approval for the x-rays and blood tests which Pinnacle refused.

The x-ray results on 23 March 2022 showed the trachea was slightly narrowed. The results were still inconclusive, and the vet felt cardiac issues might still be involved. So, some cardiac blood tests were undertaken. These blood tests show that with this dog's results, clinically significant heart disease is unlikely at this time.

The evidence is very clear in my view, we now have a dog not on any cardiac meds, with significantly reduced coughing, and blood tests showing no heart disease given all the ongoing investigations and treatment since August 2021. This dog it appears has always presented with a heart murmur. Again, this is not uncommon. And coughing can always be caused by cardiac issues too. So, it was responsible of the vet to consider cardiac issues in the investigations. However now the evidence does show categorically this dog's heart has not been involved in causing the symptoms which the claim concerned, namely coughing, since his blood tests don't show he has any cardiac disease at this time.

Therefore, I consider Ms H's claim ought now to be reconsidered with a view to paying it with interest as it's clearly a valid claim on the basis of this evidence. Obviously, vet evidence like this, is never as clear cut as certain policy benefit limitations clauses can require, but that's not the fault of Ms H as she had no hand in writing the policy terms and conditions. And any further claims Ms H can make for treatment costs since this claim and for these coughing issues ought to be reconsidered likewise.

Ms H persistently told Pinnacle there were possibly other issues than merely cardiac ones in the investigations. The vet evidence also clearly backed this up. Pinnacle resolutely refused to consider this was relevant. I don't consider that was reasonable because investigations of this nature can involve different body parts as now shown in this case and therefore, I consider the benefit of any doubt ought to be in the policyholder's favour rather than Pinnacle's. Pinnacle is also aware of our considered stance on when 'treatment' for a condition might start too, which has some bearing on this case also. So, I don't find it appropriate where there might be several causes of an issue that an insurer will simply jump on the one which is excluded and fail to consider anything else.

This has caused Ms H some considerable distress and upset unsurprisingly given the fact she also has an aging dog too who she obviously cares about deeply and wants to ensure he is doing well. This can be seen throughout the vet history. We asked Ms H about this. Much of her response above concerned the fact that this isn't a lifetime policy and she was never advised that would have been more suitable. As I explained above that has nothing to do with Pinnacle, so I won't be taking that into account.

However, Ms H was completely correct that there was possibly more than one cause for her dog's issue and at her own cost and extensive effort and the effort of her vet has now proved this. She also persistently tried to explain this to Pinnacle which fell on deaf ears. Ms H explained she had to take out a payment plan to pay the vet fees accrued and still has to pay the ongoing vet fees, which has caused her financial hardship more so in the current climate. Plus, the entire matter in complaining to Pinnacle and having to bring her complaint to us has also taken up some considerable time, with significant emotional distress. So, I consider Pinnacle should pay Ms H £350 compensation. This is in line with previous awards I have made in other similar cases.'

Pinnacle asked for an extension to consider my provisional decision which was granted to close of business on 29 April. However, it then failed to respond within the time limit of the extension given.

Ms H agreed with the outcome of my provisional decision. She subsequently informed that Pinnacle had paid part of the latest claim made by Ms H on 19 April 2022. The full sum claimed was £548.60. It deducted £151.16 being the costs of the blood test which showed there was no heart condition being suffered by her dog presently. And it deducted the

excess of £65 and then paid the remaining £332.44 to Ms H.

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 again, I remain of the view that this complaint should be held. This is because Pinnacle has provided no further statements as regards my provisional decision so there is nothing further for me to consider.

The payment of Ms H's claim is somewhat peculiar given the fact the provisional decision was issued. I take the view that because Pinnacle was so set that all the issues concerning this dog's symptoms were cardiac based when it now turns out given these test results that they weren't, that it would be fair and reasonable for Pinnacle to pay for this blood test which clears the dispute up in showing there is no heart disease going on too.

I appreciate these are cardiac tests which are excluded given the previous cardiac claim made in 2015. But it is the actual evidence to show that Pinnacle's stance on this matter was unfair and wrong and therefore I consider it fair Pinnacle also pays for this, given only the very particular circumstances of this complaint. More so since the amount isn't excessive at £151.16.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Pinnacle Insurance Plc to do the following:

- Reconsider Ms H's claim under the remaining terms and conditions of the policy with a firm view in paying it. Including the claim for the blood tests currently excluded in the latest payment, as detailed above. Add interest of 8% simple per year from the date Ms H presented her claim to the date it refunds her. If income tax is to be deducted from the interest, appropriate documentation should be provided to Ms H for HMRC purposes.
- Consider any further claims that Ms H has for this condition under the remaining terms and conditions of her policy again with a firm view in paying them up to the benefit limit.
- Pay Ms H £350 compensation for the distress and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 31 May 2022.

Rona Doyle
Ombudsman