

The complaint

Ms S complains about the way Pinnacle Insurance Plc trading as EVERYPAW (“Pinnacle”) handled a claim under her pet insurance policy after her dog suffered an injury.

What happened

The background to this complaint is well known to both parties so I’ve only provided a brief summary here.

- Ms S tells us her dog suffered from an injury requiring treatment to its right cruciate ligament. And she submitted a claim in March 2022.
- Pinnacle accepted the claim but said it could only pay £84.16 as there had been a previous claim for the same condition and the maximum benefit under the policy of £3,000 had been reached.
- Pinnacle set out that the dog had previously suffered cruciate ligament damage to its left leg and a claim had been made for this damage in 2021. It explained cruciate ligament ruptures are considered bilaterally occurring conditions and therefore accepted as one condition.
- Ms S wasn’t happy with this and complained to Pinnacle.
- In its final response dated 6 May 2022 Pinnacle reiterated its position.
- Ms S remained unhappy and brought her claim to this service in November 2022.
- Initially pinnacle said the complaint had been brought to us too late for us to consider. Our investigator advised it had been brought within 6 months of the final response, and Pinnacle provided its business file.
- Our investigator didn’t think it was fair to link the 2 claims and upheld the complaint. He said Pinnacle should pay the claim and should pay £100 to compensate for the distress and inconvenience it had caused to Ms S.
- Pinnacle asked that an ombudsman decide the case.

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.

For clarity, whilst no longer in dispute, I’m satisfied the complaint was brought in time for us to consider it.

There is no dispute there had been a claim for cruciate ligament damage to the dogs left leg in 2021. The issue I have to decide is whether Pinnacle have acted fairly and reasonably in the way it settled the claim for damage to the right cruciate in 2022.

The policy defines conditions as “any illness or accidental injury whether or not it results in a diagnosis. There will be conditions that will fall in the following categories:

1. *Bilateral Condition(s) means any condition affecting right and left sides or paired organs or body parts of your pet such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae, where there is an underlying cause;*
2. *Recurring Condition(s) means any previous illness or any symptoms relating to that illness or a previous accidental injury or any symptoms relating to that accidental injury that may come back or that your pet is prone to, no matter how many times this comes back or how many areas of the body are affected;*
3. *Related Condition(s) means if a number of illnesses, accidental injuries or symptoms are: (a) diagnosed as one illness or accidental injury; or (b) caused by, relate to, or result from another illness, accidental injury or symptom. When applying a maximum benefit or exclusion, w”*

It goes on to say:

“When applying a maximum benefit or exclusion, we will consider bilateral conditions, recurring conditions or related conditions as one condition.”

I find this definition clear, but I’ve thought about whether it’s fair to rely on it in the circumstances of this case.

Pinnacle referred the case to its vet who’s provided a report which I’ve considered carefully. The vet says there is without doubt an underlying cause for bilateral cruciate ligament rupture and the dog showed degenerative changes of the stifles on radiography.

Pinnacle refer to the cruciate as being “shredded”, suggesting an ongoing condition rather than traumatic. Ms S’s vet notes that in April 2021 the medial meniscus pretty much shredded, not the cruciate ligament. And says cruciate ruptures can be caused by trauma, not just degenerative conditions, and there is no way of knowing if the dog did or did not suffer an acute injury.

Ms S’s vet says when the injury occurred to the dogs left leg in 2021 both legs were x-rayed and the orthopaedic surgeon stated there were no radiographic signs of change within the right stifle at the time the dog presented with problems on the left side. And the right leg was described as pristine.

When presented with conflicting experts reports I have to consider what I find most persuasive. I’ve made my decision based on the balance of probabilities having considered the evidence provided by both parties. Taking into account all the evidence I’m not persuaded Pinnacle have acted reasonably in its handling of this complaint. I’m more persuaded by the evidence from Ms S’s vet that there were no signs of cruciate ligament disease in the dog’s right leg. And therefore, in the circumstances of this case, it’s not reasonable for Pinnacle to consider the claim as a bilateral condition.

Putting things right

Pinnacle should reconsider the claim and settle it in line with the remaining terms and conditions of the policy, including any excess payable. It should pay interest on the claim settlement at 8% from 1 April 2022 to the date the claim is finally settled. And should pay Ms S £100 for the distress and inconvenience caused.

My final decision

I uphold this complaint and require Pinnacle Insurance Plc trading as EVERYPAW to settle the claim in line with the remaining term and conditions of the policy.

It should add interest at 8% simple on the balance of the settlement for the period from 1 April 2022 to the date the claim is settled.

It should pay Ms S £100 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 19 April 2023.

Martyn Tomkins
Ombudsman