

The complaint

Mrs K complains that when her cat required blood tests prior to surgery Pinnacle Insurance Plc deducted a second excess from the payment they made to her, when she'd already paid an excess in respect of her claim for the cost of the surgery.

What happened

Mrs K had insurance for her cat with Pinnacle. In May 2022 the cat required surgery to remove a large mass on her dorsal thoracic/intrascapular area. The surgery was due to take place on 16 May 2022 but when the vet was trying to insert an intravenous catheter, which was essential for the general anaesthetic, excessive bleeding and veins 'blowing' from multiple sites occurred. So the vet decided to delay the surgery, in the interests of the cat's welfare. And recommended a blood test to check her clotting parameters, as there was a risk of haemorrhage when the mass was removed.

When Mrs K submitted a claim for the cost of the blood test this was initially declined by Pinnacle, as they said her policy didn't cover the cost of any routine or investigative tests, including pre-operative blood tests, unless they were to diagnose a condition due to existing symptoms.

Mrs K raised a complaint with Pinnacle and her vet wrote to them on her behalf saying the blood test was necessary to check the cat's clotting parameters, to ensure there wasn't a risk of a haemorrhage during surgery.

Pinnacle then agreed to cover the cost of the blood test, but said their veterinary advisor had advised them that the blood test wasn't directly related to the mass removal. So they covered the blood test as a necessary diagnostic test under a new claim for a coagulopathy condition, and deducted Mrs K's excess of £99, from the amount they paid.

Mrs K wasn't happy that Pinnacle deducted a further excess from her claim, as she'd already paid an excess on her claim for her cat's surgery. So she complained to our service.

Our investigator considered the case and upheld Mrs K's complaint. She said she was satisfied that the claim related to one condition, as the blood test was recommended due to a risk of the cat haemorrhaging during the removal of her mass. And the cat's clinical records didn't support the presence of any other condition. So she said Pinnacle should refund Mrs K's policy excess and pay her £50 for the distress and inconvenience caused by their poor customer service.

Mrs K accepted our investigator's opinion, but Pinnacle didn't and requested a decision. They then asked for the referral for a decision to be delayed as they wished to consider the case further.

On 28 November 2022 they told us that they'd referred the case to their vet and provided a note setting out her opinion. The vet said that when the cat was being catheterised in preparation for surgery, excessive bruising/bleeding was noted from the catheter site. So it was decided to check the cat's clotting abilities before proceeding with the surgery. The

blood test showed no evidence of coagulopathy (a condition affecting how blood clots), so the mass was removed on 13 June 2023 and histology showed a soft tissue (likely injection site) sarcoma with unclear margins.

The vet goes on to say that sarcomas don't directly cause coagulopathies and she thought it unlikely that the excessive bleeding was caused by the medication the cat was given, or by the sedation/anaesthetic itself. So she concluded that if there was a clotting issue it was caused by something underlying and unrelated to the surgery. So in her view it was reasonable to charge a second excess and treat the bloods as an 'investigation into a possible coagulopathy', rather than as part of the mass removal.

Our investigator asked Mrs K to get her vet's comments on what Pinnacle's vet had said.

Her vet confirmed that she agreed that there was no direct correlation between the cat's soft tissue sarcoma and a coagulopathy. But due to the size the mass had reached, 5-7cm in length by the time of the surgery, and the fact it was so invasive and aggressively adhered to underlying muscles and fascia (multiple blood vessels required ligation), she felt they'd have been negligent if they'd proceeded without blood investigations, and putting the cat at that level of risk was unacceptable. And the removal of a large vascular mass with evidence of uncontrollable haemorrhage during the pre-op preparation wouldn't have been advisable.

As no clotting issue was identified by the coagulation investigations she said it couldn't be concluded that there was a separate and unrelated condition.

Our investigator considered the opinion from both vets and issued a further view. She still felt Mrs K's claim should be upheld. She said that as no clotting condition was found, the need for the blood test was more likely to be linked to the mass removal surgery as there was no evidence of the cat having a second condition. And it was unfair for Pinnacle to have charged a further excess fee. So she said they should refund this and pay Mrs K 8% interest from the date the excess fee was charged. And also pay her £50 compensation for the distress and inconvenience caused by their handling of her claim.

Mrs K accepted our investigator's further opinion, but Pinnacle didn't. They maintain that their vet's opinion is correct and that while no reason was found for the bleeding or bruising noted on cannulation, they were satisfied it wasn't related to the lump or any medication given in preparation for surgery. So they say it's unreasonable to consider that the claim was only for one condition.

The case has now come to me for decision.

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.

Mrs K's certificate of insurance confirms that in the policy year from 28 January 2022 to 27 January 2023 her policy excess was £99 per condition, per year. So what I need to decide is whether her cat needed blood tests as part of the surgery to remove mass on her dorsal thoracic/intrascapular area, or whether these were needed because of a second unrelated condition. If it's the latter then it would be reasonable for Pinnacle to deduct a second excess.

When Mrs K's vet inserted a catheter on 16 May 2022, she was concerned about the level of bleeding and the condition of the cat's veins. She felt it wasn't safe to proceed with the surgery, due to the possibility of haemorrhage, until the cat's clotting factors had been

checked. That seems entirely reasonable and exactly what I'd expect the vet to do in the circumstances.

Pinnacle's vet has said that the bleeding wasn't related to the mass, or to the drugs the cat had been given. So she concluded that if there was a clotting issue it was caused by something underlying and unrelated to the surgery. And it was reasonable to treat the blood test as an 'investigation into a possible coagulopathy', rather than as part of the mass removal.

Mrs K's vet accepts that there's no direct correlation between the cat's soft tissue sarcoma and a coagulopathy. But she's said that due to the size and nature of the mass, it would have been negligent to proceed with the surgery without blood investigations, as it would have put the cat at an unacceptable level of risk.

We know that the blood test didn't show any clotting issues. And Mrs K's vet has said that because of this it couldn't be concluded that there was a separate and unrelated condition.

Looking at the wording on Mrs K's certificate of insurance it says the excess is "£99 per condition per year." And here we don't have any confirmation of a second condition. What we have is a vet saying blood tests were required to ensure it was safe to proceed with surgery, as they were worried about the risk of haemorrhage. And that risk flows directly from the surgery being carried out to remove the cat's mass.

So I'm persuaded, on balance, that the need for the blood test is directly related to the cat's mass removal surgery. And it was therefore unreasonable for Pinnacle to deduct a further £99 excess from Mrs K's claim for the cost of the blood test.

Mrs K has told us about the impact how Pinnacle have dealt with her claim has had on her and I accept this.

It's sad to hear that she's had to have her cat put to sleep. I understand how difficult it is to lose a pet and Mrs K has my sympathy.

Putting things right

To put things right I require Pinnacle to refund Mrs K the £99 deducted from her claim for the cost of the blood test, together with 8% simple interest from the date the deduction was made until payment.

And to pay her £50 for the distress and inconvenience she's experienced as a result of how Pinnacle have dealt with her claim.

My final decision

For the reasons set out above my final decision is that I uphold Mrs K's complaint about Pinnacle Insurance Plc.

And to put things right I require them to take the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 2 June 2023.

Patricia O'Leary
Ombudsman