

The complaint

Mr L has complained that Pinnacle Insurance plc (Pinnacle) has declined his claim for the cost of treatment for his pet dog on the ground that the condition treated existed before the policy start date.

What happened

Mr L took out a policy with Pinnacle for his pet dog, who I'll refer to as "L", on 1 October 2022.

In November 2022 L was seen by her vet for ear problems. Her vet initially treated her for allergic otitis for which she'd been treated before, but this treatment didn't work. Further testing in January 2023 showed that the problem with L's ears was pseudomonas which is a bacterial infection. When treated for this, L's ears recovered.

Mr L's claim to Pinnacle was originally submitted as being for 'suspected allergies - bilateral otitis' which L's vet then corrected. The claim should have been submitted for 'bilateral pseudomonas of ears'.

Pinnacle reviewed L's medical history. It noted that in June and August 2022, before Mr L took out his policy with Pinnacle, L had also been seen by the vet for ear problems. She was treated at that time for bilateral allergic otitis. Pinnacle rejected Mr L's claim for L's treatment from November 2022 on the ground that the condition was connected with a condition that L had been treated for before policy inception. Mr L's policy states:

"We will not pay for:

- 1. Any condition or symptom, or anything related to it, that you were aware of or has been noted and/or investigated by a vet, before this policy started."*

L's vet has given her view as follows:

"As you are aware from [L]'s history she has presented to the surgery previously for issues associated with her ears. On these occasions the associated otitis had been associated with allergic skin disease. When [L] was presented on 3rd Jan 2023 with an ear infection. This ear infection has been diagnosed as Pseudomonas infection and is unrelated to allergic skin disease. I am hoping that as the cause is unrelated to the previous causes, that you would reassess her most current claim, as the treatment plan is so very different to previous episodes."

In response to the view of L's vet, Pinnacle obtained a detailed report from its own vet with a further addition to that report which, in summary, expressed the view that *"allergic otitis is the underlying cause for the infection seen in November 2022 and so the two conditions are linked."* It included the following:

"There is no factual evidence that the cause of the pseudomonas is not related to previous ear pathology."

“An ear infection or indeed pseudomonas may have also been present previously; however, cytology or culture was not performed!”

“Overall, this dog has an underlying cause for repeat episodes of itchy ears and ear infections since it was first seen for vaccination in September 2020, which is statistically likely to be allergic dermatitis. There is no evidence that the ear episodes seen in June and August 2022 were purely allergic, with the ears were treated with antibiotics.”

“Equally, a pseudomonas infection does not cause primary ear disease – there will be an underlying allergic component and subsequent disruption to the skin barrier, which then allows a secondary infection to occur.”

In response to the report from Pinnacle’s vet, Mr L provided further information about the history of the treatment of the various issues with L’s ears. He maintains that there’s no proof that L had an infection before January 2023 and all previous treatment had been to treat an allergy/inflammation and not in infection and to say that they were related was “pure speculation”.

Mr L brought his complaint to this service. He’d like Pinnacle to honour and continue to honour his claim for the ongoing vet bills.

Our investigator’s view was that L’s medical notes show that L was free of allergic otitis in November 2022 and that the condition for which she was treated at that time was a different condition. This had been confirmed by L’s vet and Pinnacle had acted unfairly in linking the two conditions.

Pinnacle doesn’t agree with our investigator’s view, so Mr L’s complaint has been referred to me as an ombudsman for a final decision from this service.

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’m upholding Mr L’s complaint and I’ll explain why.

I accept that the condition for which Mr L is claiming is bilateral pseudomonas of L’s ears, which is an infection. I also accept that L had previously shown signs of allergies/inflammation. There’s no evidence of any history of an infection before November 2022. Pinnacle’s vet says there might possibly have been, but no tests were undertaken at the time that might’ve identified this. I’m not persuaded that because L might’ve been found to have had an infection if she’d been tested for one that the conditions can therefore be linked.

Pinnacle’s vet’s report also states that an underlying allergy will allow a secondary infection (such as pseudomonas) to occur. I don’t consider that there’s sufficient evidence that L’s pseudomonas was connected to an underlying allergy when it could’ve been connected to something else. L’s vet has said they are unrelated.

In my view, whilst I respect the professional opinion of Pinnacle’s vet, I place greater reliance upon the opinion of a vet who has personal experience of L’s presentation over time and of the treatment provided to her. She has clearly stated that L’s pseudomonas infection is unrelated to her previous allergic skin disease.

I've also taken into consideration the terms of Mr L's policy and specifically the exclusion it relies upon to reject Mr L's claim – that the policy excludes *“Any condition or symptom, or anything related to it, that you were aware of or has been noted and/or investigated by a vet, before this policy started.”*

On the evidence provided to me, I'm not persuaded that the condition to which Mr L's claim relates – a bilateral pseudomonas infection – which was first diagnosed in January 2023, was a condition or symptom that Mr L was aware of or which had been noted and/or investigated before the policy started.

My conclusion is that Pinnacle hasn't acted fairly in rejecting Mr L's claim so I'm going to require that it pays it with interest.

My final decision

For the reasons I've given above, I'm upholding Mr L's complaint. I require Pinnacle Insurance plc:

1. to settle Mr L's claim subject to any other terms and condition of his policy.
2. to pay interest on the sum so paid at the simple rate of 8% from the date Mr L made his claim until payment is made to him.

If Pinnacle Insurance plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr L how much it's taken off. It should also give Mr L a tax deduction certificate if he asks for one so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 July 2023.

Nigel Bremner
Ombudsman