

## **The complaint**

Mr S complains that Pinnacle Insurance Plc gave him misleading information about making pet insurance claims for his dog.

## **What happened**

In August 2017 Mr S got a rescue dog I'll call "B". He noticed in June 2022 that "B"'s rear legs were shaking. And in July 2022 whilst running "B" injured a leg. Mr S took "B" to the vet who advised he wait a couple of weeks to see if the injury "B" got whilst running improved.

Before going back to the vet Mr S called Pinnacle, as he'd pet insurance cover with them from May 2022. He said the shaking legs were to be looked at by a neurologist and that further tests might be needed to determine whether the injury whilst running was a cruciate ligament injury. Mr S said he was told that as they were two conditions, he could claim for each one. But subsequently Pinnacle treated them as being one bilateral condition. Mr S complained to Pinnacle and provided evidence from his vet to say that the two conditions were separate, one being a cruciate ligament injury and the other a degenerative disease.

Pinnacle said they'd listened to the calls between them and Mr S and didn't find any evidence that Mr S had been misled about his claims. They said that they considered cruciate ligaments as a bilateral body part and that once one bilateral body part is affected it will later affect the opposite body part.

Mr S wasn't happy with Pinnacle's response and referred his complaint to us.

Our investigator said Mr S had been given conflicting information which meant he hadn't submitted a further claim. And he'd had to make several calls about his existing claims. He said Pinnacle should pay Mr S £75 for the distress and inconvenience this had caused.

Pinnacle didn't agree they said as this was before a claim had been submitted or assessed when Mr S called he was advised on the basis of the information he gave. They asked for an ombudsman to decide.

## **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 uphold Mr S' complaint. I'll explain why.

It must have been a distressing time for Mr S to see his dog suffering. I can see that Mr S throughout has constantly asked for an explanation as to why "B's" conditions would be treated as one condition. He says one was an injury, the cruciate ligament suffered whilst "B" was running. And the other an illness caused by degenerative disease from the living conditions "B" experienced whilst a stray.

Having listened to the calls, in August 2022 Mr S called Pinnacle and explained "B" was going to see a neurologist as their rear legs were shaking. He also explained that "B" had suffered a possible cruciate ligament injury whilst running and that further checks such as an MRI or x-rays might need to be done. And it's in this call where Mr S is told about an "*injury condition*" and a "*illness condition*". And the way he could claim for the two conditions. Mr S was clear that the conditions were affecting his dog's legs, but at no point in the call was Mr S' expectations managed about the assessment of any claims, or advised about bilateral conditions or referred to the policy wording which says:

*"Condition(s) means 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 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"*

In subsequent calls Mr S asks for clarity as to why an illness condition and an injury condition would be treated as one condition. And in one call he's told that Pinnacle has accepted his claim for the cruciate ligament damage to be treated but would treat a claim for the other leg as being bilateral if "*linked*". Mr S in this call asked what it meant to be "*not linked*". At which point the call was transferred across to the claims department. And in the handover the injury was referred to as a "*fracture*" which Mr S had to correct. I don't think it was explained to him what "*linked*" meant Mr S was just told the conditions would be treated as bilateral and the amount of benefit cover he had remaining. It wasn't until December 2022 that I think it was explained in a call with Mr S that the cruciate ligament injury was as a consequence of the degenerative disease ("*underlying cause*") in both "B"s legs which was why it would be treated as one bilateral condition.

So I think Mr S did receive misleading information when he first called to discuss "B"s medical history. He took from this call that there was a difference between an injury condition and an illness condition, and as he understood the cruciate ligament injury was a result of an accident. And the other leg was an illness as it was caused by a degenerative condition this led to Mr S having to make several calls to try to ascertain how claims he submitted against his pet insurance cover would be treated. It took several calls and several months before Mr S was given a clear explanation.

I think this added to the distress and inconvenience Mr S was having to go through in trying to get treatment for his dog. So, I agree that Pinnacle should compensate Mr S for this, and I think £75 is fair and reasonable.

**My final decision**

I uphold this complaint. And ask Pinnacle Insurance Plc to pay Mr S £75 for the distress and inconvenience caused by their poor administration and customer service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 June 2023.

Anne Scarr  
**Ombudsman**