

The complaint

Ms F complains that Pinnacle Insurance Plc trading as EVERYPAW rejected a claim on her pet insurance policy.

What happened

Ms F acquired a pet dog on 18 March 2022. She took out pet insurance with Pinnacle, with the policy starting on 27 March.

A few months later Ms F sought advice regarding some behavioural issues with her dog. She was referred to a behaviour therapist who provided a report in September 2022 setting out the behavioural issues and a treatment plan.

Ms F made a claim for the treatment costs but Pinnacle rejected this on the basis her pet's clinical notes recorded behavioural concerns and a recommendation for training on 11 February 2022. Pinnacle said this meant the symptoms were first noted before the policy started and the policy didn't cover claims in these circumstances.

Ms F complained about the decision. In response, Pinnacle said the clinical notes showed the condition began before the policy started and so the claim had been declined correctly. The response noted that Ms F's vet intended to provide further information showing the two instances of behavioural issues were not related and said it would be happy to review this.

The vet emailed Ms F saying he had contacted Pinnacle and told them he didn't believe what was recorded in the clinical notes should lead it to decline the claim. Pinnacle said it had reviewed the vet's comments but it made no change to the decision.

Ms F referred her complaint to this service but our investigator didn't think it should be upheld. He said Ms F's dog had shown symptoms of a behavioural condition before she took out the policy, so it was fair for Pinnacle to decline the claim.

Ms F disagreed and requested an ombudsman's decision. She made a number of points, including:

- When she adopted her dog, she was told about two conditions – a hernia, and separation anxiety. She didn't need to seek any treatment to deal with the separation anxiety.
- She became aware of the condition 'resource guarding' in June 2022. This is a different condition. A further diagnosis of frustration intolerance was given in September 2022.
- The behaviourist confirmed that the resource guarding/frustration intolerance condition and symptoms were unrelated to the behavioural condition of separation anxiety.
- Both the vet and the behavioural therapist have confirmed that the conditions being treated are not the same as the condition that was present before the policy started.

I issued a provisional decision saying I intended to uphold the complaint. I set out my reasons as follows:

Industry rules require insurers to deal with claims promptly and fairly, and not unreasonably reject a claim. I've taken this into account when considering how Pinnacle has applied the policy terms in this case.

Ms F's policy doesn't provide cover for pre-existing conditions. This is very common in pet insurance; insurers generally don't want to cover something that's already happened, since the aim of insurance is generally to protect against the risk of something happening in the future. The policy terms exclude cover for treatment costs relating to

"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."

A condition is defined as "any illness or accidental injury whether or not it results in a diagnosis" and a related condition means a number of illnesses or symptoms which are (a) diagnosed as one illness or accidental injury; or

(b) caused by, relate to, or result from another illness, accidental injury or symptom.

Symptom(s) means "a change in your pet's normal healthy state, its bodily functions or behaviour".

So the key point is whether the treatment costs Ms F claimed for related to something that had already started before she took out her policy, or was caused by or related to something that had already started.

Pinnacle said the symptoms were first noted before the policy started. The claim is for treatment relating to 'resource guarding/frustration intolerance'. The clinical note Pinnacle has relied on refer to there being "potentially some behavioural concerns". This may be a behavioural issue but that doesn't necessarily mean it's the same issue. If the pet was showing symptoms relating to separation anxiety in February 2022 and the issues noted after the policy started were different, unrelated conditions, then they are neither the same nor related conditions.

I haven't seen the letter Ms F's vet sent to Pinnacle but his email to her says he told Pinnacle "in no uncertain terms" that his notes should not be used to decline the claim. I'm satisfied his view is that the issues were different. The evidence is limited but indicates Ms F's dog was treated for conditions identified from June 2022 onwards.

It's not enough simply to say there were behavioural issues before and after the policy started; the condition being treated needs to be either the same condition or one that's related to or caused by the condition that had been present before – there needs to be a connection between them. Pinnacle itself accepted this in a letter to Ms F when it said "I can confirm that should [...] suffer any further behavioural problems associated with those noted prior to the policy start date will not be covered. If however, there are unrelated issues that develop we may be able to consider covering the treatment."

There's limited medical evidence but the onus is on Pinnacle to show the exclusion applies. It hasn't provided veterinary evidence or expert advice that shows the conditions were related. Even if the symptoms of the different conditions were similar, that would not be enough for the exclusion to apply; it wouldn't be fair to treat different, unrelated conditions as being the same.

For these reasons I don't think Pinnacle has shown the exclusion applies.

Replies to the provisional decision

Pinnacle replied to say it doesn't agree with the provisional decision. It has provided detailed comments from its veterinary adviser, which include:

- Behavioural concerns were noted in the history notes in February 2022 – so were clearly mentioned by the owner before her dog was examined.
- The type of behavioural concern isn't noted, but with resource guarding mentioned in June and no mention of separation anxiety, it's fair to presume it was related to aggression and resource guarding. There is no mention of separation anxiety in the clinical history and this is the factual evidence that should be considered, not what the owner says.
- Even if the dog was suffering with separation anxiety or some sort of behavioural concern as in the history notes in February 2022, there will have been progression of this to frustration, aggression and a diagnosis of frustration anxiety rather than it being a truly separate behavioural condition.
- The resource guarding did not start in June 2022 – the dog was first seen on 6 June and it wouldn't have started within six days. Advice was sought somewhere between February and June and it's more likely to have been closer to February. The first mention of a behavioural issue was in February so it would be fair to backdate the comment of resource guarding to then.

Ms F points out that she was never a client of the vet that saw her dog in February 2022 and she hadn't previously seen their notes, which were made at a time when the previous owner took the dog there.

She also says the previous vet confirmed in their opinion the frustration intolerance/resource guarding wasn't related to symptoms noted in clinical notes. So both the behaviourist and the previous treating vet said frustration intolerance/resource guarding is unrelated to the symptoms noted in February 2022.

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.

In my provisional decision I explained that it's not enough simply to say there were behavioural issues before and after the policy started; the condition being treated needs to be either the same condition or one that's related to or caused by the condition that had been present before. The onus is on Pinnacle to show this.

Pinnacle has now provided some comments from a veterinary adviser. So I've considered whether this should lead me to reach a different conclusion.

The information now provided doesn't change the fact that Pinnacle didn't have any such comments at the time it made its decision. That was made on the basis of the clinical notes from February 2022. I don't consider those notes were enough to support its decision to decline the claim.

The comments Pinnacle has now provided do give an explanation as to why the issues seen before and after the policy was taken out might be considered to be the same, or at least, to have the same underlying cause. The adviser points out that the clinical notes don't refer to separation anxiety, and says the resource guarding wouldn't have started in June 2022. But Ms F has explained that she first saw signs of this while on holiday in late May and went to the vet in early June. And though the adviser refers to comments made by the owner in February 2022, that was the previous owner – not Ms F.

On the one hand, I have very clear comments from the behaviourist and the original vet that

the issues seen before the policy started were not the same as those seen later. These are persuasive, coming from the professionals who saw the animal. Ms F wasn't a client of the original vet, who would have nothing to gain from supporting her claim. She has been consistent in her testimony and is supported by those who saw her pet. At the point when she took out the policy she was only aware of an issue with separation anxiety, for which she didn't need to seek any treatment.

On the other hand are the comments from Pinnacle's adviser. While these are detailed, they were made a long time after the event, from a review of records without having seen the dog, and contain certain assumptions.

I can't be certain whether the different conditions were linked. While it's possible they were, I need to decide on the balance of probabilities what I think is more likely. On balance, the comments Pinnacle has now provided are not enough to persuade me its decision was correct, taking into account the conflicting evidence from the other professionals..

My final decision

I uphold the complaint and direct Pinnacle Insurance Plc trading as EVERYPAW to disregard the exclusion for pre-existing conditions and deal with the claim in line with the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 29 August 2023.

Peter Whiteley
Ombudsman