

The complaint

Mrs T had complained that Pinnacle Insurance plc (Pinnacle) has rejected her claim for the cost of treatment for her pet cat on the ground that the condition claimed for was pre-existing.

What happened

Mrs T's cat, who I'll refer to as "B", was insured with Pinnacle from 24 August 2022. On 1 November 2022, B fractured his left hind leg when jumping. He was seen a few days later by his vet who undertook tests and x-rays. When he didn't improve after rest and pain relief, he was also seen by an orthopaedic consultant. Mrs T submitted a claim to Pinnacle for the costs of the tests and x-rays.

Pinnacle rejected Mrs T's claim, maintaining that the claim was "*due to the symptoms of B's condition occurring prior to our policy commencing*". The policy says it will not cover:

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

Having seen B's medical records, it referred to an incident some four months previously when B had been seen by the vet for a sudden swelling on the same leg which was causing lameness. B's vet diagnosed this as an infection probably caused by an insect bite. The vet prescribed antibiotics and anti-inflammatories and B's condition resolved within 48 hours and his lameness had improved within a week. No further treatment was required.

B's vet's client care advisor originally stated that the two incidents were linked. However, a subsequent statement was provided by B's treating vet who said she had consulted with all the vets involved in B's diagnosis and treatment, including having spoken to the orthopaedic consultant who assessed B. Having done so she didn't believe that the episode of lameness in July was related to B's lameness in November. Her reasons for saying so were that (1) B was sound from the beginning of August until November, and (2) there was no evidence of chronicity in his radiographs which would've been expected to have been seen if the November injury had started in July.

Pinnacle provided a statement from its vet. This suggested that it was highly unlikely that the July 2022 episode of lameness and the November 2022 episode were not related. It said that both incidents were specifically related to the pathology of B's left tarsus (ankle). It also provided the opinion of another specialist vet as to B's condition in November, but this didn't make any reference to any previous condition. Attempts by Pinnacle to obtain clarification from this specialist as to any connection with a previous condition have not been successful. Pinnacle therefore hasn't provided any further grounds for maintaining that the fracture in November was connected to B's lameness in July.

Mrs T wasn't satisfied with Pinnacle's rejection of her claim and brought a complaint to this service. Our investigator was persuaded by the recent statement from B's vet that the July and November episodes of lameness weren't linked. In his view Pinnacle should reconsider

Mrs T's claim and that it should pay her £100 compensation for her distress and inconvenience.

As Pinnacle doesn't accept our investigator's view, Mrs T's complaint has been passed to me for a review and 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 Mrs T's complaint and I'll explain why.

It is for Pinnacle to provide evidence that, on the balance of probabilities, it has acted reasonably in rejecting Mrs T's claim on the ground that the condition claimed for was:

“Any condition or symptom, or anything related to it, that you were aware of or has been noted and/or checked by a vet, before this policy started.”

I don't consider that it has done so.

Pinnacle's vet has expressed the view that it is highly likely that the July and November episodes of B's lameness were related as both episodes were specifically related to the pathology of his left tarsus (ankle). In this vet's view, B is likely to have a bilateral limb deformity due to a growth plate disruption which left his left leg predisposed to injury.

Pinnacle's specialist who also provided comment on B's condition did not make reference to any previous incident of lameness and consequently didn't comment on any connection there might be between the July and November episodes. Pinnacle hasn't been able to obtain any further comment from him.

Following a further evaluation of B's radiographs, B's treating vet and others, including the orthopaedic consultant who also examined him, gave their view that B's lameness in July wasn't connected to the lameness that he suffered again in November. In the view of B's vet, B's lameness in July was due to an infection probably caused by an insect bite. There was no suggestion, even after a further evaluation of the radiographs, that there was an underlying concern about B's pathology.

But even if the July and November episodes were connected by an underlying congenital or developmental issue with B's rear limbs, for the policy exclusion to apply either Mrs T would've had to be aware of this condition or symptom in July before the policy started or that it had been noted and/or checked by a vet at that time. There is no evidence that either Mrs T or B's primary vet had any knowledge of this.

I'm therefore of the opinion that Pinnacle has acted unfairly in rejecting Mrs T's claim.

I also agree with our investigator that compensation of £100 is appropriate in the circumstances for the distress and inconvenience that Pinnacle's rejection of her claim, with little explanation as to its basis for doing so, has caused her.

My final decision

For the reasons I've given above I'm upholding Mrs T's complaint.

I require Pinnacle Insurance plc:

1. to settle Mrs T's claim subject to any other terms and conditions of her policy.
2. to pay Mrs T interest on any sum paid to her at the simple rate of 8% from the date of her claim until payment is made to her.

If Pinnacle Insurance plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs T how much it's taken off. It should also give her a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

3. to pay Mrs T compensation of £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 24 October 2023.

Nigel Bremner
Ombudsman