

The complaint

Ms A has complained that Pinnacle Insurance Plc unfairly declined a claim on her pet insurance policy.

What happened

On 24 December 2022 Ms A took out a pet insurance policy with Pinnacle for her dog which she had recently rehomed.

A few days later she took the dog to the vet for a health check. The vet noted that the dog was suffering from diarrhoea.

In February 2023 Ms A made a claim to B for the cost of treating the dog for vomiting and diarrhoea.

Pinnacle declined the claim on the basis that claims for illness arising within the first 14 days weren't covered by their policy. It thought the conditions the dog was suffering from in December and February were the same.

Ms A didn't agree. She said her vet thought the diarrhoea in December was most probably due to the stress of having been rehomed. In February the dog had become ill after eating cat faeces.

As Pinnacle didn't change its decision, Ms A brought a complaint to the Financial Ombudsman Service. Our Investigator recommended that the complaint be upheld. He didn't think the two incidents of diarrhoea were related. He thought Pinnacle should settle the claim in line with the remaining policy terms and conditions.

As Pinnacle didn't agree, the matter has been referred to me.

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.

Ms A's policy doesn't cover an illness that occurred or showed symptoms in the first 14 days of the policy. This is a common exclusion in pet insurance policies and we don't think it's unreasonable.

Pinnacle says that the treatment costs Ms A is claiming for are most likely for an illness that showed symptoms in the first 14 days of the policy, namely inflammatory bowel disease.

The issue for me to decide is whether the problems the dog had in December and February arise from the same illness.

In order to reach a decision I've considered the vet's evidence carefully. Pinnacle has provided evidence from its vet. She thought that the link between the two episodes of

diarrhoea was “chronic gastroenteritis due to a hypersensitivity to food antigens or normal gut bacteria.” She said this condition was “classically intermittent” and could be triggered by stress as well as food hypersensitivity.

Pinnacle has pointed out that when Ms A took the dog for a health check in December, he had symptoms of diarrhoea and no definitive cause was noted although the possibility of stress was discussed. I think Pinnacle is implying that this means the dog could have been suffering from inflammatory bowel disease at that time. There is also a reference in the clinical history to the dog having a sensitive stomach.

Ms A’s vet has said the diarrhoea in December was put down to the stress of a new home as the dog hadn’t had a change of diet. Unfortunately a definitive diagnosis wasn’t made at that time. Diarrhoea can be caused by a number of different things.

The dog had recovered from that by the time he was seen by the vet for another condition in January 2023. Ms A’s vet said:

“On the 15th February he came in very unwell. He had eaten cat poo earlier in the week and then developed diarrhoea that progressed rather than being transient. This then turned bloody and he declined further requiring hospitalisation.

Given the acute decline and the severity in the presentation of the haemorrhagic gastrointestinal signs, it is my view that the cause is different to the milder self responding gastrointestinal signs in the past.”

I have to compare the comments from each of the vets. In this case I place more weight on the opinion from Ms A’s vet as he actually treated the dog during the illness. He has provided a clear opinion that the causes of diarrhoea in December and February were different and that the February episode was much more serious. Taken into account all the evidence, on balance I don’t think Pinnacle has shown it’s more likely than not that the illness Ms A claimed for in February 2023 was the same as the diarrhoea the dog was suffering from in the first 14 days of the policy.

So I don’t think Pinnacle treated Ms A fairly in relying on this exclusion to decline her claim.

My final decision

For the reasons set out above, I uphold this complaint and require Pinnacle Insurance Plc to settle Ms A’s claim subject to the remaining terms and conditions of the policy.

Pinnacle Insurance Plc should also pay simple interest on any settlement at the rate of 8% a year from the date Ms A paid the treatment costs to the date it makes the payment to her.

HM Revenue & Customs requires Pinnacle Insurance Plc to deduct tax from this interest. Pinnacle Insurance Plc must give Ms A a certificate showing how much tax it’s taken off, if Ms A asks for one.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms A to accept or reject my decision before 2 November 2023.

Elizabeth Grant
Ombudsman