

The complaint

Mr S' complaint is about a claim he made on his Pinnacle Insurance Plc pet insurance policy, which was declined.

Mr S says the position Pinnacle has taken is unfair. He wants Pinnacle to pay his claim.

Mr S' complaint is brought by a representative, but I shall refer to all submissions as his own for ease of reference.

What happened

Mr S took out his Pinnacle pet insurance policy in March 2022. In February 2023 Mr S' dog was diagnosed with chronic heart failure. He claimed on the policy for the vet fees he's incurred to date in respect of that.

Pinnacle declined the claim. They said that it was clear from the dog's medical notes that the symptoms began and were ongoing during the policy's exclusion period - namely the first 14 days.

Mr S' vet provided evidence to say that whilst the dog was diagnosed with a mild heart murmur in March 2022, this wasn't necessarily a sign or symptom of heart failure and there were no clinical signs that this was present at the time.

Our investigator considered Mr S' complaint and upheld it. She said Pinnacle hadn't done enough to demonstrate the heart murmur was related to the later diagnosis of heart failure. As such she said Pinnacle needed to settle Mr S' claim and pay him £150 in compensation for the stress and inconvenience caused as a result of their declining it.

Pinnacle doesn't agree. They rely on the evidence of their own vet who they say supports the heart murmur was a clinical sign of the subsequent heart failure. Because Pinnacle haven't agreed with the investigator's view, the matter has been passed to me to determine.

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 for broadly the same reasons set out by the investigator. I'll explain why.

The starting point is the policy terms. They say:

"What we will not pay for

...The cost of any treatment for any illness which occurs or shows symptoms within 14 days of the start date."

So, the issue I need to determine is whether the heart murmur Mr S' dog was initially

diagnosed with was a symptom of the heart failure eventually experienced. To decide this, I've had regard to the evidence of both vets. Mr S' vet who saw the dog describes the heart murmur as mild. He also says there was no indication at that stage of any functional heart problems and definitely no suggestion of heart failure to any degree. He says that heart murmurs are frequently detected in young dogs, most of which either disappear or are never associated with heart dysfunction throughout a dog's life. He advised Mr S to monitor his dog for any signs of weakness in this regard such as poor growth, exercise intolerance or respiratory problems but none of these were observed. It wasn't until 9 September 2022 that there was any indication that a heart function problem might be present at all.

On the other hand, Pinnacle's vet says that a heart murmur is an indicator of underlying structural change to the heart and a dog with a heart murmur and structural change is more likely to develop chronic heart failure. She also says that if the dog had had an echo performed at the time, it's likely that it would have been diagnosed with heart disease. Just because it wasn't, it doesn't mean the condition wasn't present.

In response to that evidence our investigator asked Pinnacle's vet for further details- namely whether a heart murmur is a clinical sign or symptom of heart failure, what the clinical signs of heart failure are and where these signs are recorded in Mr S' vet's notes. Pinnacle's vet responded. She said that a murmur is not necessarily a clinical sign of heart failure, but it is an indication for investigation as it can be that a dog has a structural heart abnormality and is at risk of chronic heart failure.

She also noted that whilst Mr S' vet said that heart murmurs are frequently detected in young dogs, Mr S' dog was not a puppy when the murmur was noted on its clinical notes- rather it was 2 and a half years old. This together with the murmur being noted on multiple visits- in March and December 2022 suggests the murmur was likely structural rather than functional and therefore an indicator of heart abnormality.

I've considered the evidence in this case, but I'm not satisfied that Pinnacle have proved the illness Mr S' dog was eventually diagnosed with, showed symptoms within 14 days of the start of the policy. Whilst I appreciate what their vet says, I don't think the fact that the heart murmur appeared on two entries of the dog's notes means it was a definite sign of heart failure. And whilst Pinnacle's vet says the dog wasn't a puppy, she was still young at 2 and a half years old. Indeed, Mr S' own vet refers to the dog as a 'pup' at that time. As such, I'm persuaded that the evidence Mr S' own vet has given about the commonality of murmurs in young dogs is likely to be applicable in this case.

Further, I don't accept that the absence of further testing meant the murmur was a sign or symptom of chronic heart failure. There were after all no other clinical signs that were suggestive of functional heart problems at the time and given the evidence is that heart murmurs are common in young dogs, I don't think it was unusual that further testing wasn't conducted. I can't surmise what might have been the outcome if it had been but there's no conclusive evidence to connect the heart murmur with the heart failure other than the benefit of hindsight, so I don't think it's fair for Pinnacle to rely on this. Because of this, I direct them to put things right in the way in the way I've set out below.

Putting things right

Pinnacle should now pay Mr S' claim in line with the policy terms, as well as 8% interest per year simple on any payments Mr S has already made to his vet from the time that payment was made, until it's reimbursed.

Pinnacle should also pay Mr S £150 for the stress and inconvenience their failure to pay his claim has caused. I understand the stress and worry of how Mr S was going to afford the

ongoing treatment to his dog for the remainder of her life, as well as the vet's fees already incurred caused him a lot of distress. He's talked about feeling unwell as a result and having to take a few days off work. In the circumstances I consider the award I've directed here is appropriate.

My final decision

For the reasons set out above, I uphold Mr S' complaint and direct Pinnacle Insurance Plc to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 November 2023.

Lale Hussein-Venn
Ombudsman