

## **The complaint**

Mr C complains about Pinnacle Insurance Plc's trading as Helpucover ("Pinnacle") decision to decline a pet insurance claim.

Any reference to Pinnacle includes the actions of its agents.

## **What happened**

The circumstances of this complaint are well known to both parties, so I've summarised events. Mr C has a pet insurance policy for his cat – who I'll refer to as "R". The policy is underwritten by Pinnacle.

In August 2023, Mr C submitted a claim for the surgical extraction of R's upper right tooth. Pinnacle declined the claim saying R had an incomplete history of dental check-ups. It said annual check-ups (or if not annual, check-ups as recommended by R's vet) was a condition of the policy. It said R hadn't been seen since November 2022 for a dental check-up.

Unhappy, Mr C complained. Pinnacle maintained its position and so, Mr C brought the complaint to this Service. An Investigator reviewed things and upheld the complaint. He said there wasn't anything in the clinical history to show R's vet had recommended annual check-ups, and whilst the visits for check-ups had been further apart, the vet didn't raise concerns at these. So, there was nothing to say the extraction could have been avoided or reduced by regular visits. Ultimately, he was satisfied the policy conditions had been met.

Pinnacle disagreed and so, the complaint has been passed to me for an Ombudsman's decision. I reviewed the complaint and issued a provisional decision, in which I said:

### ***"What I've provisionally 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. I've also kept in mind Pinnacle's responsibilities as an insurer to handle claims promptly, fairly and to not unreasonably decline a claim. Having done so, I'm not upholding this complaint and I'll explain why.*

*In my decision I've commented on the evidence and arguments I consider key to determining the complaint.*

*It's not in dispute that the surgery to extract R's tooth was treatment for a dental condition - which is covered under the policy. However, the policy says:*

*"We will not pay for [...]"*

*12. The cost of treatment for a dental condition and any related conditions, unless:*

*a) there is a history of annual check ups (or if not annual, as recommended by your vet) and evidence that any advice given has been followed within 6 months;*

*b) the treatment is to relieve suffering due to illness; and*

*c) the dental treatment was recommended and undertaken after the first two years of cover. This does not apply to the treatment of deciduous teeth. [...]"*

*So, I need to consider whether these three conditions were met. For clarity, the way I read this policy exclusion is that all the conditions need to have been met for the treatment to be covered.*

*The policy defines "illness" as "physical disease, sickness, abnormality, infection or failure which is not caused by an accidental injury. This includes any symptoms, whether or not diagnosed." As the treatment was for an infected tooth – it's considered an illness under the policy – and I'm therefore, satisfied condition b) has been met as the treatment was to "relieve suffering due to illness".*

*As the treatment wasn't within the first two years of cover, I'm also satisfied condition c) has been met. However, I'm not persuaded condition a) namely that a history of annual check-ups or as recommended by R's vet has been evidenced. The clinical notes show R's teeth were examined in July 2018, February 2019, October 2019, and June 2020. And again, in November 2021 as part of a health check – at which time "minimal tartar and gingivitis" was noted.*

*Whilst I can see R was then seen at regular intervals in 2022 and 2023 to be prescribed worming treatment, there's nothing in the clinical notes to show her teeth were checked during these visits – until July 2023, when Mr C said he was concerned about R's upper tooth. Without evidence to show R's teeth were reviewed during these visits, the last time R's teeth appeared to have been checked was in November 2021 – almost two years before the extraction of her tooth. So, I'm not satisfied the "annual" check-up condition has been satisfied because it appears R's teeth were checked sporadically.*

*I note R's vet had said in February 2019 that it would be helpful to see R for annual vaccinations as it would also be a useful annual check of R's health. Whilst the vet might not have specifically mentioned a dental examination as part of this, I think it's reasonable to conclude this would have formed part of the annual health check – given R's teeth were checked in November 2021 when having a health check.*

*Whilst I accept R's vet didn't recommend dental check-ups on another schedule (for example every 18 months), I have to keep in mind that if Mr C doesn't take R for annual health reviews, the vet wouldn't have the opportunity to make such a recommendation – which leads to the arguably unfair situation of Mr C benefiting from his policy without having taken his pet for annual check-ups.*

*So, when I consider the available information, I'm not persuaded condition "a)" has been met, and I, therefore, consider Pinnacle's decision to decline the claim to be both in line with the policy terms, and fair and reasonable in the circumstances."*

*Pinnacle responded and said it accepted my provisional findings. It added that it didn't consider R to have been "seen" at regular intervals. It said the clinical history suggested worming treatment had been dispensed at regular intervals and that it was common for these types of medications to be on repeat prescriptions. Mr C didn't provide a response.*

### **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.

I've thought about Pinnacle's comment in relation to R's clinical history – and I agree it more than likely shows that only medication was dispensed at regular intervals, not that R's teeth were examined by a vet at these times.

Mr C hasn't provided persuasive evidence to the contrary showing R's teeth were examined at these visits, and so, I remain satisfied that Pinnacle's decision - to decline the claim on the basis that there wasn't a history of annual check-ups (or as recommended by the vet) - was in line with the policy terms, and fair and reasonable in the particular circumstances.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 June 2024.

Nicola Beakhust  
**Ombudsman**