

The complaint

Mr N has complained that Pinnacle Insurance Plc unfairly declined claims on his pet insurance policies.

What happened

On 14 June 2023 Mr N took out separate policies with Pinnacle to cover each of his two cats (whom I'll call C1 and C2) starting from 4 July 2023.

On 29 June 2023 the cats were seen by a vet for their annual check-up. The vet advised that both cats needed some of their teeth taken out and other dental work. This was done in September 2023.

Mr N made a claim to Pinnacle for the cost of the dental treatment which was over £2,700. Pinnacle declined the claims. It said the policy didn't cover pre-existing conditions and it thought his cats had shown signs of gum/dental disease before 4 July 2023.

As Pinnacle didn't change its decision, Mr N brought a complaint to this service. He thought Pinnacle should at least pay for C1's dental treatment. Our Investigator didn't recommend that the complaint be upheld. He thought Pinnacle had acted fairly as both cats had shown symptoms of dental problems since before the policies started.

As Mr N 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.

I need to decide whether it was fair and reasonable for Pinnacle to rely on this exclusion to decline the claim. I've reviewed the policy terms and conditions to see what's covered. They are identical in this respect and say:

"What we will not pay for

- ***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 the policy started."***

Pinnacle has said that based on the information it had been given, the dental problems being claimed for were pre-existing. I can see that for C1 the vet's notes from June 2022 say he had "*marked gingivitis ...adv see in for GA/dental assessment S&P x-rays and treat as necessary use dentisept at home if possible every day...*"

In October 2022 the vet noted he had "*grade 1 gingivitis*" which was "*to be addressed once better, they can't do oral hygiene successfully*". On 29 June 2023 the vet referred to "*gingival recession*" and "*advanced periodontal disease*".

Similarly the vet's notes for C2 say that in July 2021 she had "*Moderate gingivitis and some teeth seem to have roots showing. Fracture top right canine.*" In January 2022 the vet noted "*linear gingivitis .. pulp exposed and dead.*" In June 2022 the vet recorded that she had "*marked gingivitis*". On 29 June 2023 (that is five days before the new policy started) the vet noted "*gingival recession lower 09s, complicated fracture 104 (no evidence of infection or alveolar expansion just yet), advanced periodontal disease 108*".

Based on the vet's notes I think it's reasonable to conclude that both Mr N's cats had pre-existing dental issues, which the vet had discussed with him before the policies started. That means that his claims for dental surgery were excluded under his policies. I also don't think Pinnacle's exclusion for pre-existing conditions is unreasonable as such exclusions are standard practice.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 20 August 2024.

Elizabeth Grant
Ombudsman