

The complaint

Mr R complains that Pinnacle Insurance Plc turned down his pet insurance claim, even though he had spoken to Pinnacle's vet assistance line before making his claim.

My references to Pinnacle include its agents.

What happened

Mr R has a time limited pet insurance policy. The insurer is Pinnacle.

In early 2024 Mr R called the vet assistance line, which Pinnacle offers as a benefit of his pet insurance cover. He explained he'd come home from work and his cat was unwell. He said after the call he had taken his cat to an out of hours emergency vet based on the assistance line's guidance.

The emergency vet treated the cat overnight. The cat then had dental treatment at Mr R's usual vet's practice. The total treatment costs were around £1,800.

Mr R made a claim to Pinnacle for the vet treatment costs. Pinnacle turned down the claim. It said that Mr R's cat had not received regular dental check-ups as required under the policy terms and so his claim for the dental treatment was not covered. Pinnacle also said some types of routine dental treatment were not covered under the policy terms.

Mr R complained. He said he'd spoken to the vet assistance line before making his claim and they didn't explain if his insurance would cover the cost. Pinnacle said the vet assistance line could not advise on claims. Even if Mr R had phoned Pinnacle it would not have been able to guarantee a claim until it had all the information it needed to assess the claim, including the cat's medical history.

Unhappy with the outcome, Mr R complained to us. He said he might have made a different decision if he'd know his claim wouldn't be covered. Our Investigator looked into the complaint. She thought Pinnacle had made a fair decision to reject the claim. Mr R asked for an Ombudsman's review. He said we should listen to his call with the vet assistance line.

Following an initial review I asked our Investigator to obtain and listen to Mr R's call with the vet assistance line. She did so but she still didn't uphold the complaint. As Mr R remained unhappy with the outcome, the complaint's come to me for a decision.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly and not unreasonably reject a claim.

I think Pinnacle fairly rejected Mr R's claim. I'll explain my reasons.

The claim

Mr R's policy terms and conditions say that:

"Veterinary fees.

✓ *What you are covered for:*

✓ *The cost of dental treatment as a result of an accidental injury.*

✓ *The cost of treatment for a dental condition and any related conditions, so long as:*

➤ *There is a history of annual check-ups. If not annual, then as recommended by your vet. We would need proof that any advice given has been followed within 6 months; and*

➤ *The treatment is to relieve suffering due to illness.*

✓ *What we will not pay for*

✗ *Routine and preventative treatments, such as ... cleaning and descaling of teeth."*

I think Pinnacle fairly drew Mr R's attention to the restriction in cover for the treatment for a dental condition in its Insurance Product Information Document (IPID) under "*What is not insured*".

I've looked at the medical history for Mr R's cat provided by his vet. The medical history does not show any annual check-ups (or as recommended by his vet).

Mr R had taken his cat to the vet in early December 2023. The vet noted significant gingivitis and tartar, requiring an unspecified number of the cat's teeth to be extracted. The vet recommended the cat have a dental procedure.

On 4 January 2024, Mr R took his cat to the emergency out of hours vet (following his call to the vet assistance helpline). The emergency vet noted that the cat was drooling with bloody saliva on her front legs. The vet said the cat's teeth were "*awful*" with root exposure and severe gingivitis. The vet noted the cat improved with pain medication, that the cat's tongue didn't have ulcers and she had stopped drooling. Mr R's usual vet's notes indicate that around fifteen of the cat's teeth were extracted the following day.

I think Pinnacle was reasonably entitled to reject Mr R's claim for his cat's dental treatment because there's no evidence to suggest Mr R had taken his cat for annual check-ups. Mr R had taken his cat to the vet in early December 2023, because she was urinating outside the litter tray. The vet noted the cat needed dental treatment at that appointment. The vet notes don't indicate any dental check-ups.

The notes from both the emergency vet and Mr R's usual vet support that the cat's symptoms were related to the required dental treatment of root exposure, tartar and severe gingivitis. It's fair to say that regular check-ups might have picked up these issues earlier. As such, I think it was reasonable for Pinnacle to reject his claim for the vet's fees to treat the cat's dental related symptoms and the costs of the dental procedure.

Mr R's call to the vet assistance helpline

Mr R called the vet assistance helpline before taking his cat to the emergency vet. He says that he should have been advised about the cover under his policy and the cost of the emergency vet's fees. If he had been advised, he says he might have taken different action.

In its final response letter, Pinnacle said its vet assistance is a 24/7 vet advice helpline where its customers can talk to a qualified vet team to discuss pet health issues and care. Pinnacle said the staff wouldn't have access to Mr R's policy details or medical history and this was clear from his call to the helpline.

Mr R's policy says that the vet assistance helpline is *"for any non-emergency pet health queries, behavioural and nutritional advice and an opportunity to talk to someone should you sadly lose your pet"*.

I've listened to Mr R's call with the vet assistance helpline. Having done so, I don't consider the helpline vet nurse led Mr R to believe that she could discuss his policy cover with him.

When Mr R asked if he was calling his insurance company, the vet nurse said he was calling a health helpline and the call was not about any claim or policy enquiry. She asked about the cat's symptoms.

Mr R told the helpline vet nurse that the previous month his vet had advised him his cat would need a dental procedure for treatment to her gums. He said his cat had been fine for a few weeks but when he'd returned home she was not behaving normally and was hiding under the bed. He said her tongue was hanging out, she had wet front legs and that she appeared to be *"really struggling"*. Understandably Mr R sounded concerned about his cat.

The vet nurse observed the cat over a video link. Having discussed the cat's symptoms, the vet nurse suggested Mr R contact his usual vet practice, which would have an emergency number for out of hours care. Mr R asked about any charges and the vet nurse said he would need to speak to the vet and if he wanted to discuss his insurance to call his insurer the following day.

I don't think there's any evidence to suggest that the vet assistance helpline vet nurse misled Mr R in any way. She clearly explained she could not discuss his policy or claim and said he'd need to speak to his vet and insurer about the costs of the vet treatment.

I appreciate that Mr R said he might have taken different action if he'd known the claim wasn't covered by the policy. But I don't think he was misled. In any event, he was clearly very concerned about his cat and I don't think it's likely, on balance, that he would have waited to treat his cat. Further, I've seen from the emergency vet's notes that they told him about their fees and he made a payment immediately.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 23 December 2024.

Amanda Maycock
Ombudsman