

The complaint

Mrs C complains that Pinnacle Insurance Plc trading as EVERYPAW declined a claim on her pet insurance policy.

What happened

Mrs C took out a pet insurance policy underwritten by Pinnacle, which started on 11 April 2023.

When she later made a claim for treatment costs relating to a skin condition, Pinnacle declined the claim because it said this was a pre-existing condition.

Mrs C complained. Pinnacle accepted the condition had not started before she took out the policy, but said it had been noted within the first 14 days of the policy, and there's no cover for an illness or condition that starts during that period. So the claim still wasn't covered, but Pinnacle apologised for having given the wrong reason initially and paid some compensation in respect of this.

Our investigator said it was reasonable for Pinnacle to decline the claim, based on what was recorded in the clinical records. Mrs C disagrees, so I need to make 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.

The policy provides cover for treatment costs, but there is no cover for any illness which starts or shows symptoms in the first 14 days of the policy. This is clearly set out in the policy documents.

The policy started on 11 April 2023. The clinical notes show that on 21 April, Mrs C had reported that her dog was licking its back end and this could be a skin issue. There's a note of advice for the vet to explore this further, Mrs C didn't request a follow up.

Mrs C's vet says this mention of skin issues in April is not enough to reject the claim; it was a comment by a nurse, not a diagnosis by a vet and there was no record of allergies. There doesn't, however, need to be a diagnosis – the issue is whether a problem was recorded during that period, which was later claimed for.

Mrs C's vet has also said a skin issue (as recorded by the veterinary nurse) is a very broad term, and they don't see the relevance of the other notes regarding the skin or itchiness after the exclusion period. Looking at the claim forms and invoice, these refer to skin issues starting in April. Treatment with apoquel started in April and continued, along with other treatments for allergies and skin problems.

The claim form and invoice, taken together with the clinical notes, indicate there was an ongoing issue from April to September 2023. And as this was initially noted during the first 14 days of the policy, it was fair for Pinnacle to decline the claim.

Pinnacle explained to Mrs C that it might be able to cover the claim if she could show she had continuous cover with another insurer up to the start date of the policy, but said the information she'd provided didn't confirm this. If she can provide evidence of that, Pinnacle may be able to reconsider.

Pinnacle initially gave the wrong reason for declining that claim, but apologised for that and paid some compensation.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 19 February 2025.

Peter Whiteley
Ombudsman