

The complaint

Ms J complains that Pinnacle Insurance Plc (“Pinnacle”) declined a claim she made on her pet insurance policy.

What happened

Ms J has a ten-year-old house cat who is a pedigree breed and doesn’t go outside. Ms J says because the cat doesn’t go outside she doesn’t require annual vaccination boosters. Ms J has had the cat since 2014 and she’s been registered with a vet since then.

The cat remained largely healthy and well, aside from a couple of minor issues that were treated quickly and effectively.

In 2022 Ms J saw her cat lick a lily leaf. Ms J wasn’t sure if she had ingested anything but took her to the vet as a precaution. The cat was kept in overnight and was given a full check-up before being discharged the following day.

In November 2023 Ms J noticed her cat had slightly red gums so took her to see her usual vet. Ms J was told the cat required teeth cleaning under anaesthetic. Ms J says she wasn’t offered an alternative and no treatment options were provided while they waited for the procedure.

In December 2023 the cat had her procedure and when Ms J went to collect her she learned the vet had removed five teeth. Soon after the cat became unwell and the following day she developed an infection and looked very ill. The cat was kept at the vet overnight and treated with fluid and antibiotics.

Ms J says the vet didn’t have her cat’s best interests at heart and so the whole matter was very distressing. She submitted her claim to the insurer, but the claim was declined on the basis the cat hadn’t had annual check-ups since 2019. Pinnacle say this was in breach of the terms of the policy.

Ms J didn’t agree, she says the cat was a house cat and so didn’t require regular vaccinations. She said when the cat was ill in 2022 the vet confirmed she was given a thorough check up before she was discharged. Ms J didn’t agree so she complained.

Pinnacle say the policy doesn’t cover any dental treatment unless there is a history of annual check-ups. If not annual then as recommended by the vet, or the treatment is to relieve suffering due to illness. So, Pinnacle didn’t uphold the complaint.

Ms J wasn’t satisfied with the response so referred her complaint to this service. Our investigator concluded it wasn’t fair of Pinnacle to decline all of the claim. She recommended the fees for the infection be covered since the infection was caused by the dental procedure not gingivitis. Our investigator thought it was fair for Pinnacle to decline the claim for the dental treatment since the terms were clear they wouldn’t be covered if the cat didn’t have annual check-ups.

Ms J didn't agree with the investigators view. She thought the lack of clarity within the policy documents led her to believe dental cover was included. Pinnacle didn't agree with the view – it said but for the dental disease there wouldn't have been the need for the dental work and therefore no infection. The dental work including the infection has been claimed under dental disease by the vet. Because both parties didn't agree the complaint has come to me to decide.

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 partially uphold Ms J's complaint for broadly the same reasons set out by the investigator. I'll explain why.

Claim for dental treatment

My starting point is the policy terms. This sets out the terms and conditions of the cover. In the section headed 'What you are covered for' it says;

"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."*

The Insurance Product Information Document (IPID) also confirms the cost of treatment for a dental condition is not covered unless there is a history of annual check-ups.

As part of the claim validation Pinnacle reviewed the vet notes and noted there was no history of annual check-ups as required by the policy, nor any evidence the vet had recommended something other than an annual check-up.

Ms J says she didn't think she needed to take her cat to the vet unless she was unwell, and since she was a house cat she didn't require annual vaccinations so there was no need to take her to the vet. I don't doubt that is the case however the terms of the policy are clear that the pet must be taken for annual check-ups.

It follows therefore that Pinnacle were entitled to decline Ms J's claim for dental treatment. When reaching this finding I have noted Ms J's vets evidence that they usually advise owners to bring their pets for annual check-ups, and there is nothing within the clinical notes to say otherwise.

Exclusions

Having reviewed the evidence both parties have provided, I'm satisfied that when Ms J took out her policy with Pinnacle in 2021 she received confirmation of the exclusions that applied. This was provided under cover of a welcome letter sent to her on 21 March 2021. Ms J says it wasn't clear from the documents that exclusions applied if her cat didn't have regular check-ups. She says she received an email each year that assured her that dental cover was part of her policy.

I appreciate what Ms J says, but from what I've seen, Pinnacle did what I would expect it to do. It sent her all of the information and documents; and made her aware of the exclusions applicable to her policy from the outset. It is for Ms J to ensure the policy suits her needs. The terms of the policy are typical to those in other pet insurance policies. And Ms J had the opportunity to review the terms prior to each renewal.

Claim for treatment for infection

Unfortunately, Ms J's cat got an infection following the dental treatment. The infection was treated, and Ms J made a claim for the cost. Pinnacle declined the claim since the infection was related to the dental disease being treated. Pinnacle said but for the dental disease there wouldn't have been the need for the dental work and therefore no infection.

The policy defines related as, "*if a number of symptoms are:*

- *Subsequently diagnosed as one condition; or*
- *Caused by, or related to, or result from another condition or symptom.*"

While I appreciate the issue with the teeth may have been the initial problem for which dental treatment was required, I don't think it can be said that this on its own caused the infection. The dental treatment did. The definition of related says the symptoms need to be caused by or related to the dental condition. In this case the infection was caused by the treatment, not the condition that was being treated.

I'm satisfied the dental treatment might have been necessary for the gingivitis, but that in itself didn't cause the infection, such that I would say it is related. And so, in the particular circumstances of this complaint, I don't think it was fair or reasonable for Pinnacle to have declined this aspect of Ms J's claim.

I'm sorry Ms J will not be satisfied with my decision. I can see she has been through a hard time and hasn't received the service she was expecting from Pinnacle, at a particularly difficult and challenging time. So, I understand she feels upset and frustrated by the matter.

Ms J has raised concerns about the wording and marketing of the policy – if Ms J wants to pursue this complaint aspect she will need to raise it directly with the business she purchased the policy from. My decision doesn't deal with the sale of the policy since Pinnacle isn't responsible for this.

Putting things right

Pinnacle should reassess the infection part of the claim, in line with remaining policy terms and conditions.

My final decision

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 12 March 2025.

Kiran Clair
Ombudsman