

## **The complaint**

Mrs H complains Pinnacle Insurance Plc (“Pinnacle”) has unfairly declined a claim she made on a pet insurance policy.

## **What happened**

What follows is intended to be a summary of the background behind Mrs H’s complaint. It isn’t intended to be a detailed timeline and therefore does not include every event that has happened.

Mrs H’s dog, who I’ll refer to as “B” had to wear a buster collar to prevent him from licking his leg. While wearing the collar B developed a hot spot on his cheek which required treatment. B then also went on to develop an infection in both ears.

Mrs H made a claim to Pinnacle for the cost of treating the two conditions. When sending supporting information to Pinnacle, the treating vet, in error, initially sent details and costs relating to previous treatment B had received for ear infections.

Pinnacle declined Mrs H’s claim, as it said based on the information it had received, it thought B had a preexisting condition which meant none of the treatment costs would be covered by the policy. It explained there was an exclusion in the policy relating to this.

Mrs H clarified that it was only the treatment for the hot spot and subsequent ear infection that she wanted to claim for, which happened after the start date of the policy with Pinnacle. Pinnacle however remained of the opinion these were linked to the previous infections B had as they likely had the same underlying cause of allergic skin disease.

Mrs H complained as she didn’t agree with Pinnacle’s position. She said the hot spot and subsequent ear infection were as a result of B wearing the buster collar and therefore were separate from what had gone before. She said that B had never been diagnosed with any allergies and his breed type were prone to issues with their ears.

Pinnacle didn’t change its position, so Mrs H brought her complaint to this Service.

An Investigator looked at the complaint and initially thought it should be upheld. She said she thought Pinnacle should pay for the treatment for the hot spot as this was not linked or likely linked to anything that B had previously suffered from. But she wasn’t minded to make Pinnacle cover the ear infection.

Both parties disagreed with her opinion. Mrs H said the costs for the subsequent ear infection should also be considered as that also only happened because B was wearing the buster collar.

Pinnacle disagreed and maintained it’s position that allergic skin disease was the likely underlying cause of the issues B had, it pointed to the treating vet’s initial claim submission for issues relating to allergies and B’s veterinary history which repeatedly referred to allergic skin disease. It said the policy excludes claims relating to anything that has been noted or

checked by a vet prior to the policy starting, so anything related to allergic skin disease would be excluded by the policy.

Pinnacle also provide opinion from its in-house vet which explained how the hot spot and ear infections could be linked by allergic skin disease. It also provided several links to professional resources which it said supported this link being made.

The Investigator sought clarification from B's treating vet about B's history and its commentary about the underlying cause being allergic skin disease. The treating vet responded saying that it did think the hot spot and ear infection were prompted or exacerbated by the buster collar, however it also explained that allergic skin disease was discussed as being a potential underlying cause for both and the recurrent ear infections B had suffered. It said that while this was still unproven, it's opinion on this had not changed throughout B's treatment.

Having considered all of the evidence the Investigator then wrote to Mrs H explaining that she didn't think Pinnacle had incorrectly declined the claim. She said that she was persuaded by the subsequent evidence Pinnacle had provided and the further commentary from the treating vet that it was likely the conditions were all linked by the same underlying cause. As the policy excluded preexisting conditions, she thought Pinnacle had acted fairly.

Mrs H disagreed and asked for an Ombudsman's decision. In doing so she reiterated many of the points she had previously made. She emphasised that although she accepted that it was correct for the treating vet to consider a possible underlying cause, B had not received a diagnosis of such and therefore this was unproven. She didn't think it was fair that Pinnacle should be able to decline claims using such a wide exclusion as this would mean anything B suffered relating to his skin wouldn't be covered, even where there was no proof he suffers from an allergy.

Pinnacle also provided further comments to be considered. It explained blood allergy testing is expensive and is known to have a low specificity rate, with pets often being falsely diagnosed with allergies to certain things when they don't have them. It said skin allergy testing is a specialist procedure as it requires specific equipment and expertise. And that, overall, allergy testing isn't usually undertaken for a specific diagnosis of allergic skin disease to be made as blanket treatment is often used, no matter what the specific allergy is. As such its usually enough for treating vets to diagnose allergic skin disease based on clinical signs alone and the pet's response to such treatment.

The case has been passed 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.

I understand both parties have strong views about what has happened. In addition to their submissions, they have provided further comments following our Investigator's views of the complaint which I want to assure them I've read and considered carefully. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't intended as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked.

My role is to consider the evidence presented by all parties to reach what I think is a fair and reasonable decision based on the facts of the case.

The policy term that Pinnacle has used to decline the claim is common to pet insurance policies, as they aren't intended to provide cover for anything that existed, is linked to or was known about prior to the policy starting. It says the following:

*"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 this policy started....".*

The policy defines condition as:

*"..any illness or accidental injury whether or not it results in a diagnosis. There will be conditions that will fall in the following categories:*

- 1. Bilateral means any condition affecting right and left sides of your pet where there is an underlying cause. For example hips, ear infection (otitis) for ears, cruciate ligament disease, or luxation of the kneecaps (Patellae).*
- 2. Recurring means any previous condition or symptom that may come back or is likely to happen to your pet again. For example, this could be repeating episodes of diarrhoea, vomiting or injuries to claws.*
- 3. Related means if a number of symptoms are:*
  - Subsequently diagnosed as one condition; or*
  - Caused by, related to, or a result of another condition or symptom..."*

The policy defines symptom as:

*"..any change in your pet's normal healthy state, it's bodily functions or behaviour".*

The policy term doesn't require conditions to be diagnosed formally for them to be excluded under the policy. And I'm persuaded by what has been explained by Pinnacle about allergic skin disease usually being diagnosed based on clinical signs and response to treatment. So, while I can appreciate Mrs H's position, I must consider whether there is sufficient evidence available to suggest that B likely did in fact have an underlying condition which links the issues covered by his current claim to what he has suffered with in the past.

Usually, we find a treating vet's opinion persuasive, as they have examined and treated the animal concerned. It is clear from B's veterinary history that he has had recurring ear infections and that the treating vet has concluded on various occasions that B possibly has allergic skin disease. Although the vet in error, initially made a claim for more treatment than Mrs H intended it to, it is relevant that their description of what the claim was for was "possible allergies" and they listed recurrent ear infections, hot spots and Pruritis (a need to scratch). The treating vet also subsequently reconfirmed their opinion on this and that it has not changed throughout the treatment B has received.

Mrs H has argued the hot spot and later ear infection were caused by B being in a buster collar, and I accept the treating vet hasn't ruled this out. However, they did also add that they'd discussed allergic skin disease being a potential underlying cause for both these conditions and the previous recurring ear infections.

I've also considered the veterinary opinion and resources that Pinnacle have provided which explain how inflammation of the skin and ear infections can be linked. It explains that inflammation of the skin happens due to a reaction to an allergen. And, specifically where the outer ear is inflamed if it is not treated, it then allows for the development of secondary opportunistic ear infections.

Having reviewed all the evidence available to me, I'm satisfied that Pinnacle has acted reasonably in declining Mrs H's claim. I think there is sufficient evidence available for it to fairly conclude the issues Mrs H claimed for, the hot spot and ear infection, more likely than not are linked to issues B suffered with before the policy started. I won't therefore be directed it to do anything more here.

Mrs H has asked that if Pinnacle is correct to decline the claim, she is refunded the cost of the annual premium. I won't be asking Pinnacle to do this as it has correctly provided cover for B. Simply because this claim has been declined it doesn't mean a different claim couldn't have been successful for the period B was covered.

### **My final decision**

My decision is that I do not uphold Mrs H's complaint against Pinnacle Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 24 April 2025.

Alison Gore  
**Ombudsman**