

The complaint

Mr W's complaint is about a claim he made on his Pinnacle Insurance Plc ('Pinnacle') pet insurance policy, which Pinnacle declined.

Mr W says Pinnacle treated him unfairly.

What happened

Mr W took out a lifetime pet insurance policy underwritten by Pinnacle on August 2023. In November 2023 Mr W made a claim on the policy for the treatment of a luxating patella in his pet's left leg amounting to around £3,520.

Pinnacle considered the claim but concluded the condition Mr W was claiming for was not covered because it was pre-existing, and the policy did not cover pre-existing conditions.

Unhappy, Mr W complained but Pinnacle didn't change their position. They did however pay him £30 in recognition of the delay in their providing him with a final response letter. Following this Mr W referred his complaint to the Financial Ombudsman Service.

Our investigator considered Mr W's complaint and did not uphold it. Mr W doesn't agree so the matter has been passed to me to determine.

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 don't uphold Mr W's complaint. Before I explain why I wish to acknowledge Mr W's strength of feeling about the circumstances of his claim and the various submissions he's made. Whilst I have considered everything he's said, I won't be addressing it all. That's not intended to be disrespectful but rather represents the informal nature of the Financial Ombudsman Service. Instead, I'll concentrate on the crux of Mr W's complaint, namely whether Pinnacle were entitled to decline his claim in the way that they did.

The starting point is the policy terms. They exclude cover 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".

"Condition" is defined 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, hip dysplasia for hips, ear inflammation (otitis) for ears, cruciate ligament disease, or luxation of the kneecaps (patellae)."*

“Symptom” is defined as:

“... a change in your pet’s normal healthy state, its bodily functions or behaviour”.

In this case the claim Mr W made was for the treatment of patella luxation in his pet’s left leg in November 2023. The clinical notes I have seen for the pet record that in February 2019 the pet was noted to have medial patella luxation (“MPL”) bilaterally which was referenced again in April 2019. For that entry a record of was made of the problem being bilateral grade 1-2 MPL. Given the condition was noted to be bilateral at that time, I’m satisfied that it would be excluded by the policy terms because this was noted before the policy was in place. And in order for the problem to be excluded, the issue only needed to be noted or checked by a vet.

When reaching this conclusion, I appreciate that Mr W might not have been aware of the vet’s diagnosis like he says, but that’s not something I think Pinnacle are responsible for. Pinnacle are entitled to rely on the clinical notes to determine whether a condition is pre-existing, and, in this case, I think it was fair for them to do so for the reasons I’ve already explained. Whether Mr W’s vet told him about the condition is something he will need to take up with the vet directly but doesn’t impact on my determination that Pinnacle’s decision was fair.

Mr W has argued that not all pets like his have bilateral luxating patellas. Whilst that may be the case, the evidence I have seen in his pet’s clinical notes confirm that his does, so I don’t think this applies here.

I appreciate that Mr W feels his pet couldn’t be diagnosed until after it was put under anaesthesia but again, I don’t think this makes any difference. The condition he was claiming for was one that his vet identified was in existence before the policy was in place. Whether that came to light after his pet was put under anaesthesia makes no difference. And the fact that Mr W chose to fund the investigations in the first instance doesn’t mean that Pinnacle are obliged to pay his claim. The insurance he bought was subject to its own terms and for the reasons I’ve set out above, Pinnacle’s decision to turn down his claim was in my view fair.

When reaching my conclusions I’ve taken account of Mr W’s submissions that he was never made aware his claim could be turned down for the reasons it was. I’m not persuaded by this argument. I say so because Pinnacle have provided a copy of the screens Mr W would’ve been presented with when he took out the policy. They show he was asked whether his pet had ever shown signs or symptoms of illness or injury. That screen also provides an information icon Mr W could click on which explained that pre-existing conditions aren’t covered. From what Pinnacle has said, Mr W clicked ‘no’ to the question asked in that screen. When doing so the screen informed him that it was important he lets Pinnacle know of any conditions or symptoms his pet has or had suffered from in the past as failure to declare this would affect future claims. So, I’m satisfied that Mr W ought to have reasonably been aware that pre existing claims weren’t going to be covered, and had he declared the problems his pet had had before, Pinnacle would have been able to tell him this by placing exclusions on his policy. His failure to do so meant they were denied that opportunity, so they turned down his claim instead. I think that was reasonable in the circumstances. So although I appreciate Mr W might not have understood the condition his pet was previously treated for was related to the current one at the time of sale, if he’d declared this, Pinnacle would most likely have reviewed his clinical notes and made this clear to him accordingly His failure to declare this to them precluded them from doing this so they took the only action they could in the circumstances.

Finally, Mr W feels that Pinnacle breached the Consumer Duty to him or take account of his

vulnerabilities. I haven't seen anything to support that Pinnacle were aware of Mr W's specific circumstances such that they could or should have done anything further to assist him in this case. And I'm not clear about how or why Mr W feels Pinnacle breached the Consumer Duty here. For the reasons I've set out, I think Pinnacle were entitled to decline his claim. That in itself doesn't amount to a breach of the Consumer Duty, and I don't think that the information Pinnacle provided to Mr W about the exclusion of pre-existing conditions was deficient either.

Finally, I can see that Pinnacle paid Mr W £30 in respect of their delays in responding to his complaint. Complaint handling isn't a regulated activity so not something I can consider on a standalone basis. That said the payment Pinnacle made to Mr W doesn't appear to be unreasonable.

My final decision

For the reasons set out above, I don't uphold Mr W's complaint against Pinnacle Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 May 2025.

Lale Hussein-Venn
Ombudsman