DRN-5636103

The complaint

Miss G complains about the way Pinnacle Insurance Limited dealt with a claim on her pet insurance policy and its decision to decline the claim.

What happened

Miss G adopted a dog from a rescue centre on 2 August 2024. She took out pet insurance for her dog, which started on 28 September. The policy is underwritten by Pinnacle.

In early November 2024, Miss G took her dog to the vet as she was worried he was limping. After investigations, the vet gave a diagnosis of elbow dysplasia. Treatment was given and Miss G made a claim for the vet's fees but Pinnacle declined the claim.

Pinnacle said the condition had been present before the policy started, and there was no cover for a pre-existing condition. Miss G disagreed. She said she hadn't been aware of the problem until early November. Pinnacle didn't change its decision and, when she referred the complaint to this Service, our investigator said it was fair to decline the claim based on the clinical notes.

Miss G had also been unhappy with the way the claim was handled and said there had been delays, but the investigator said Pinnacle had taken reasonable steps to investigate the claim. Miss G provided further comments but the investigator didn't change his view.

As no agreement has been reached, 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, support a policyholder to make a claim, and not unreasonably reject a claim.

The policy provides cover for vets' fees but, as with all insurance, this is subject to the policy terms and conditions. The policy terms say there's no 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.*"

Pinnacle concluded that Miss G was aware of the problem when the policy started but she disagrees. So I need to decide whether it was fair for Pinnacle to reach that conclusion.

It was difficult for Miss G to see her pet suffering with a problem which needed treatment. Having the claim declined and having to pay the costs herself made a difficult situation worse. But I don't think the way Pinnacle dealt with the claim was unfair, for the following reasons:

- Miss G is unhappy with the way Pinnacle looked into the claim and says there were delays. Pinnacle has said a claim form was requested through its online portal on 24

January 2025, and it contacted the vet to complete the form and provide the clinical records. The vet advised they completed the claim link on 27 January, but Pinnacle has explained that the link was showing as incomplete until 10 February, when it spoke to the vet and asked them to resubmit the claim, which they did the same day.

- Pinnacle also asked Miss G to confirm when she first noticed the limp. Miss G didn't provide any further details about this at that point, so Pinnacle assessed the claim based on the information available. It told Miss G the claim was declined on 19 February 2025.
- Looking at the sequence of events and the timescales involved, I don't consider there was any unreasonable delay.
- The evidence available to Pinnacle was contained in the clinical notes. It has referred to the notes from two visits in November 2024. The first note says:

  "O unsure but thinks might have had a limp since rescued him, was very subtle so wasn't sure but has become more obvious lately

  3d ago was exercising in the garden then was the worst o had seen him…"
- The second note says "*LF lameness – 2 months' duration – initially intermittent".*
- These notes indicate the problem had not just started; Miss G said she had been aware of a problem for some time but she had taken her dog to the vet because things had got worse. And these notes indicate the problem had been there for two months or more. That would take it back to before the policy started.
- The condition may not have been diagnosed until November but the key date is not when the diagnosis was made, but when Miss G was aware there was something wrong.
- Miss G has referred to video evidence showing her dog moving without a limp. However, the clinical notes refer to this as an intermittent problem, in which case he would have been able to move freely at some times but not others.
- Miss G is adamant she was not aware of the problem when she got the policy. And in her complaint to us, Miss G said she told the vet she only noticed the limp in the last couple of weeks. But that isn't what is recorded in the vet's notes.
- As Miss G has herself said, the clinical records are based on what she said and are notes of the information she gave the vet. Clinical records are generally persuasive as they are a record made at the time of what was observed by the vet and what was discussed with the pet's owner.
- It's difficult to say precisely when the condition first started but the clinical records show the problem hadn't just started when she went to the vet in November 2024.
- Based on the evidence it had at the time, I think it was reasonable for Pinnacle to conclude it was likely Miss G had been aware of a problem at the point when she took out the policy, even if she didn't know what was causing the problem. So its decision was in line with the policy terms and was fair.
- Miss G has said her vet would provide further comments, but I haven't seen anything further. If further evidence is provided Pinnacle may consider that.

Finally, Miss G has said she requested a refund of premium after she cancelled the policy and hasn't received this. In this decision I can only consider the complaint she made about the way the claim was dealt with. If she's unhappy about what happened when she later asked for the policy to be cancelled, she would need to make a fresh complaint about that.

My final decision

My decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss G to accept or reject my decision before 30 September 2025.

Peter Whiteley
Ombudsman