

The complaint

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

Mr R says Pinnacle treated him unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat it here. Instead, I'll focus on giving reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- The starting point is the policy terms. They exclude claims for illness within the first 14 days of the start date of the policy as well as *"Any treatment for accidental injury or poisoning which occurs or shows symptoms within 3 days of the start date (of the policy)"*. This means that if Mr R's pet's injury or symptoms start after the first three days of the policy beginning to run, cover is available for the claim. In this case the issue for me to determine is whether the pet's symptoms were more likely because of an illness or an injury.
- The clinical notes don't confirm the pet suffered from a specific injury. Rather they describe its symptoms which were said to have started a few days prior to being taken to the vet but after three days of the policy starting. The clinical notes record *"lame on Rh, able to bear some weight but tip toeing a little, has been a few days. Would not allow manipulation, snapping when holding leg. No obvious swellings/wounds/fractures but concerned re cruciate. O going away for a week next monday so loxicom until then"*. There is nothing in the notes that specifically evidence injury versus illness. As such I'm not satisfied that the clinical notes assist either party in this regard.
- The pet was later diagnosed with a torn cruciate ligament for which surgery was required. There is however no reference to it having an underlying illness either before or after this surgery, such that cruciate disease is something that was expressed by the treating vet. After the claim was declined, Mr R's vet said *"(The pet's) incident of cruciate trauma was acute onset with no prior history of cruciate disease. (The pet) is not a breed over represented for cruciate disease and I seem no reason from the notes and my initial assessment of (the pet) to assume that this was anything other than a single traumatic event"*. This is consistent with Mr R's account that his pet was injured whilst running for a ball. When taken together, I find this evidence persuasive.
- Conversely Pinnacle say their own vet's opinion is that a torn cruciate ligament isn't capable of occurring by chasing a ball and is a sign of underlying cruciate disease, which is the cause of the tear. They say that purely traumatic cruciate ligament rupture is exceptionally rare and only seen with high force traumas such as road traffic accidents and nearly always seen with other ligament ruptures and bone fractures which were

absent in this case. Pinnacle's vet also says, amongst other things, that Mr R's pet's breed is prone to cruciate ligament disease. They've produced evidence to show that its breed is the sixth most likely to suffer with this, that this usually occurs in middle age and that female spayed dogs are more susceptible, all of which apply in this case. I've thought about all of these submissions, and I accept they are also persuasive.

- But when weighing up the evidence, I've taken into account that the onus is on Pinnacle to show that an exclusion applies to the claim being made. And whilst the evidence of their vet is persuasive, I'm not satisfied that it goes far enough to establish that Mr R's pet had or has cruciate ligament disease. Rather their evidence is anecdotal based on the pet's symptoms. If the pet did have cruciate ligament disease, I would have expected to see some evidence of this and some discussion around it, at least following surgery, but there's nothing in the clinical notes to support this. Equally this is a case of a single tear to the pet's ligament, which, when taken with the remaining evidence I've set out above, seems more supportive of an injury rather than disease. Whether this specific pet has the beginnings of a disease that made it more susceptible to this is not something that Pinnacle have demonstrated is on balance the case here. For that reason, Pinnacle need to do more to put things right.

Putting things right

Pinnacle should pay:

- Mr R's claim subject to the remaining policy terms.
- Mr R interest at 8% per year simple on the sums above from the time Mr R paid them, until he is reimbursed by Pinnacle.
- £100 in compensation to Mr R for the distress and inconvenience caused to him by having to fund such a considerable claim when he expected to be covered for this by his policy.

My final decision

I uphold Mr R's complaint against Pinnacle Insurance Limited and direct them to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 November 2025.

Lale Hussein-Venn
Ombudsman