

The complaint

Miss C complains that Pinnacle Insurance Limited declined a claim on her pet insurance policy.

What happened

In June 2024 Miss C made a claim on the pet insurance she had in place at that time for treatment costs relating to septic arthritis on one of her dog's paws.

In December 2024 Miss C took out a new policy for her dog. This policy is underwritten by Pinnacle and started on 25 December. Pinnacle wrote to her on 30 December advising that, after reviewing her vet's clinical notes, it was adding some exclusions to the policy.

In March 2025 Miss C's dog needed treatment for a wound to the ankle on one of his hind legs. She made a claim on the new policy but Pinnacle declined her claim.

Pinnacle initially said the claim was caught by an exclusion for arthritis/DJD. It later said that wasn't correct, but the claim was excluded due to a different exclusion for the hind legs.

Our investigator said it wasn't fair to decline the claim because, although there's an exclusion on the policy, this was a new injury, not related to any previous incident or underlying condition.

Pinnacle disagreed and provided further comments but the investigator didn't change their view. So it requested an ombudsman's decision.

I issued a provisional decision saying I was not minded to uphold the complaint. I set out my reasons as follows:

My provisional decision

Our investigator's view was that it wasn't fair to decline the claim. I have reached a different conclusion. I appreciate this will be extremely disappointing for Miss C, but on the basis of the policy wording, I don't think her claim is covered. I'll explain why.

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.

When deciding whether it's fair to decline a claim, the starting point is the policy terms, as these set out the insurance contract agreed between the policyholder and the insurer. The policy provides cover for vets' fees but there are several exclusions on the policy.

One of these is for "*hindleg conditions*". This exclusion means that any claim related to the hind legs is not covered.

It's for insurers to decide what risks they want to accept and they will consider this when deciding whether to offer a policy – and how much to charge for it. They usually ask the policyholder some questions to help them assess the risk.

When Miss C took out the policy online, she was asked some questions about her pet. In particular, she was asked:

"Has... ever shown any sign of injury or illness or been unwell? We need to know anything you have noticed or discussed with your vet or any other professional about ...'s health or behaviour. Even if there was nothing to be concerned about and the problem was resolved quickly"

There was a box she could click on which gave some more explanation about this. This explained that as she had answered "Yes" to the question, Pinnacle might ask her for further information, would contact her vet to obtain the clinical records, and would confirm if there was anything it would not be able to cover.

So Miss C was made aware that, because she had confirmed her dog had shown signs of illness previously, the information would be reviewed and exclusions might be added to the policy, limiting what she was covered for.

Pinnacle assessed the risk and set out some exclusions for risks it did not wish to cover. One of these was for any issues with the hind legs. A few days after the policy started (and within the first 14 days) Miss C was given a list of the exclusions that were being added. So she knew at that point that some conditions would not be covered and, if she chose to continue with the policy, it would be on that basis.

The clinical evidence referred to the previous treatment given to her dog, which had been noted to have suffered lameness. Because of this, Pinnacle added an exclusion for the hind legs. It has provided information about its underwriting criteria showing this exclusion is added in these circumstances.

This means the policy was provided on the basis there was no cover for anything to do with the hind legs. So if Miss C claimed for vets' fees for a problem with the hind legs, that claim would not be covered.

That's what happened here – the claim was for treatment relating to one of her dog's hind legs. So it's caught by this exclusion and there is no cover for it.

There was some discussion about what caused the problem and whether it was related to the earlier issues, which had been treated before this policy started. If Pinnacle had declined the claim on the basis this was a pre-existing condition, it would need to show the condition claimed for was present (or was directly related to something that was present) before this policy started. It has referred to veterinary evidence that Miss C's dog had issues in both legs which indicated a chronic problem dating back to before the policy started. But in any event, the claim was declined because there is an exclusion for anything to do with the hind legs, and this claim is for the hind leg. There is simply no cover for this.

In these circumstances, where the claim is for a risk Pinnacle had decided not to cover, the decision was in line with the policy terms and was fair.

Replies to the provisional decision

Pinnacle accepted the provisional decision and has no further comments to add.

Miss C has provided some further comments. I won't set them out in full but the key points include:

- Sceptic arthritis is an infection in a dog's joint caused by something entering the blood, for example bacteria, typically through a wound. It causes inflammation and

can lead to lameness.

- Her dog had a penetrating wound which caused this to happen. It had nothing to do with arthritis or any previous surgery.
- She's been very honest with the insurer but has been treated very unfairly. It's unfair to rely on the term "hind leg condition" to decline the claim.

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.

Miss C has described the impact of the claim on her and I appreciate it will be extremely difficult for her if it's not covered. I've considered her comments carefully but these don't lead me to change my provisional decision, as I don't think Pinnacle was at fault in declining the claim.

The problem that led to the claim was the result of an injury. There is evidence indicating it's not related to arthritis or to previous issues with the leg. But as I explained in my provisional decision, that's not the key issue here. When underwriting the insurance, Pinnacle decided which risks it was prepared to cover – and those it was not willing to cover. It set out the exclusions that were applied to the policy and these include an exclusion for any claims relating to the hind legs.

This means any claims relating to hind legs will not be covered – regardless of what caused the problem. These are simply not covered by the policy.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 16 December 2025.

Peter Whiteley
Ombudsman