

## **The complaint**

Miss C complains that Pinnacle Insurance Limited added exclusions to her pet insurance policy and declined a claim on the policy.

## **What happened**

Miss C took out a pet insurance policy, underwritten by Pinnacle, for her pet dog. The policy started in September 2024.

In July 2025, Miss C made a claim on her policy after her dog needed treatment. She made a continuation claim for further costs soon after.

Pinnacle paid the initial claim but after reviewing the continuation claim, said there was no cover because the condition claimed for had started before the policy was taken out. Pinnacle also added an exclusion for gastro-intestinal problems, and a second exclusion for the teeth and gums.

When Miss C complained, Pinnacle confirmed its decision, saying her dog had been seen by the vet for the same symptoms before the policy started. It said the initial claim had been paid in error, but it wouldn't seek to recover those costs from Miss C.

Our investigator said the evidence didn't show the condition claimed for had been present before the policy started, but it was fair to decline the claim, because it was caught by the exclusion for gastro-intestinal problems.

Miss C disagrees and has requested an ombudsman's 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 covers vets' fees but there is no cover for pre-existing conditions. This is not unusual; insurance is generally aimed at protecting against future risk and pet insurance generally wouldn't cover something that was present before the policy started.

Vomiting and diarrhoea can be caused by many different things. It will generally be fair for the insurer to treat it as one condition if the different problems are directly related, or have the same underlying cause. In this case, Pinnacle hasn't shown evidence that persuades me the problems Miss C's dog had before she bought the policy were in fact symptoms of the condition that was later diagnosed and treated. Although their veterinary advice was that they were related, Miss C's vet - who had seen and treated the dog - did not agree. Even if it was the same condition, Miss C wouldn't have been aware of this when she bought the policy. I don't think it was fair to decline the claim as a pre-existing condition.

However, Pinnacle has also explained that the claim was declined because of the exclusion added for gastro-intestinal problems. It think it was fair to add the exclusion and decline the claim on that basis, for the following reasons:

- The relevant law in this case is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out an insurance policy. The standard of care is that of a reasonable consumer.
- If a consumer fails to take reasonable care and makes a misrepresentation, the insurer has certain remedies if there is a qualifying misrepresentation, as defined in CIDRA. For it to be a qualifying misrepresentation the insurer has to show it would either have offered the policy on different terms or not offered it at all, if the consumer hadn't made the misrepresentation.
- CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. One of these is how clear the question asked was.
- When Miss C bought the policy, she was asked:  
*“Has [pet’s name] 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 [pet’s name]’s health or behaviour. Even if there was nothing to be concerned about and the problem was resolved quickly.”*
- There was an explanation that it was important for Pinnacle to know about any problems or symptoms that had been seen, and failure to disclose this information might affect future claims.
- I think the question asked was clear.
- Miss C did not disclose the previous issues with vomiting and diarrhoea. Having considered this carefully, I think she should have disclosed those issues.
- Someone might not remember every single incident that had ever happened. If, for example, their pet had had one instance of diarrhoea some years ago, they might not recall that, particularly if their pet hadn't needed to see a vet. But in this case there had been several instances. Miss C had been sufficiently worried about them to take her dog to the vet, and had been advised to make changes to her dog's diet. The last such occasion was only six months before she got the policy.
- In these circumstances, I think this is something she should have been aware of and she failed to take reasonable care when answering the question. So there was a misrepresentation. And Pinnacle has shown that if she had disclosed the previous issues, it would have added an exclusion for gastro-intestinal problems. So this was a qualifying misrepresentation.
- That means it was fair to add the exclusion, backdated to the start of the policy. This is the remedy Pinnacle is allowed under the relevant law, and it puts Miss C in the position she would have been in, if there had not been a misrepresentation. The condition claimed for related to the digestive system and would be caught by the exclusion.

Pinnacle has explained that it paid the initial costs in error. That doesn't mean Miss C is entitled to have all the claim paid, unless perhaps she acted to her detriment in reliance on what she was told about her claim. That's not the case here. Her dog needed the treatment and was already in hospital. It's likely she would have acted in the same way, getting the treatment her pet clearly needed, in any event.

This was a very distressing situation for Miss C, whose dog was seriously ill. To think the claim would be covered and then find out that wasn't the case made it even more difficult. But she was paid costs of around £700, which Pinnacle has said it will not seek to recover.

Taking all of this into account, I'm not upholding the complaint.

Miss C has also referred to another exclusion Pinnacle added, relating to the teeth and gums. That wasn't addressed in her complaint to Pinnacle so I won't comment on it here. It's something she may be able to complain about separately if she wishes.

### **My final decision**

My 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 14 April 2026.

Peter Whiteley  
**Ombudsman**