

## The complaint

Mr M is unhappy with what Pinnacle Insurance Limited did after he made a claim on his pet insurance policy.

## What happened

In February 2025 Mr M took out a new lifetime pet insurance policy with Pinnacle to cover his dog (C). He retained an existing policy which had a lower level of cover. At the point of sale he confirmed C had previously shown signs of illness or injury. After reviewing C's veterinary history Pinnacle said it would include a number of exclusions on the new policy including for claims related to "*spine and disc problems*". Mr M disputed the application of some of the exclusions. Pinnacle explained why C's veterinary history led these to be included. It didn't mention the spine and disc exclusion.

In May 2025 Mr M claimed on his policy for costs incurred in investigating lameness affecting C. Pinnacle paid those costs but said the condition had now been diagnosed as a '*disc extrusion*'. So the policy exclusion would apply to further claims. Mr M didn't accept C had previously been affected by any spinal issues and the exclusion shouldn't have been included. He provided supporting evidence from his vet. Pinnacle referred the matter to its own vet who agreed the exclusion should apply.

Pinnacle acknowledged some failings in the service it provided when handling the claim. As a result it said it would cover the treatment costs claimed up to the remaining limit on C's existing policy. And it would pay 50% of the remaining costs as a gesture of goodwill (outside of the terms of the new policy). But the exclusion would remain in place.

Our investigator accepted Pinnacle's underwriting criteria allowed it to include an exclusion for spine and disc problems where a pet had experienced back pain. But having reviewed the veterinary history he didn't consider that was the case here. Although that had been suspected when C presented with undiagnosed pain in January 2025 the cause was then found to be an anal gland infection. He acknowledged Pinnacle's vet took a different view but found their evidence less persuasive. They hadn't seen C at the time and their opinion was speculative as to the causes of his symptoms. And Pinnacle hadn't told Mr M in March 2025 the exclusion for spinal and disc problems still applied.

Taking everything into account he said Pinnacle should remove this exclusion from the policy and deal with the claim in line with the remaining policy terms. It should pay Mr M interest at 8% simple on any amounts he'd already paid that were reimbursed to him. And as Mr M had been caused some unnecessary distress and inconvenience by what Pinnacle got wrong it should also pay him £250.

Mr M agreed with his outcome. Pinnacle didn't. It said an anal gland infection wouldn't cause the level of discomfort C presented with in January 2025. And that infection had resolved by February 2025. But C continued to be prescribed a drug used to reduce pain, inflammation and fever for both chronic and acute conditions. When Mr M then discussed C's treatment with a specialist vet in June 2025 they said he'd talked about previous spinal pain for which an appointment had been cancelled in January 2025. It thought the exclusion had been correctly applied and the remedy it had offered was fair.

So I need to reach a final 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 rules and industry guidelines say Pinnacle has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

The cover offered by Mr M's policy includes "*vet fees for the cost of any treatment your pet has received for a condition*". However, it doesn't provide cover for "*any excluded condition shown on your certificate of insurance*". The policy certificate issued in March 2025 contains an exclusion for 'Spine / Disc problems'. I don't think it's in dispute the treatment C received in June 2025 was for a disc problem. So it would fall within that exclusion.

The issue is whether Pinnacle acted correctly and fairly in deciding to add that exclusion to the policy in the first place. In adding an exclusion it should act in line with its underwriting criteria. They say that where a pet has had back pain an exclusion for 'Spine / Disc problem' should be added. However, for it to fairly add such an exclusion there would need to be clear evidence that was something which actually affected the pet.

The question is whether that was the case for C at the point Mr M took out this policy. Pinnacle has highlighted an entry from C's veterinary history dated 27 January 2025. That says C was showing discomfort and pain. After examination the vet said "*suspect spinal pain*". However, the notes go on to suggest further options which would be required to investigate that further. An appointment was made for C to be seen by a specialist. But at a further visit to the vet on 30 January C's anal glands were checked and "*smelled as though infected*". It was agreed to treat that infection.

At a follow up appointment on 6 February the vet noted "*anal gland infection seems to be resolved*". No pain reaction was observed when C was examined (as had previously been the case). C was subsequently seen for a possible flare up of the anal glands issue. No infection was found. But no spinal pain was present either. So while a spinal issue was clearly suspected as a potential cause of C's discomfort the underlying issue appears more likely to have been an anal gland infection. And no spinal pain was found when C was subsequently taken back to the vet.

Comments from C's vet support that. They said "*spinal pain was on the list of differentials but [C] was ultimately found to have an anal gland infection and his symptoms resolved on antibiotics and pain relief. I do not believe that the anal gland infection was just an incidental finding as he showed only minor improvements in symptoms after starting on pain relief, but made rapid and significant improvement then resolution of symptoms once the glands were emptied and the antibiotics started. The discharge when the glands were emptied was purulent and smelled like abscess contents rather than the distinctive typical anal gland contents*".

Against that is the opinion from the vet Pinnacle approached. She found the issues C experienced in January and February 2025 did relate to spinal pain. But I'm mindful of the fact she hadn't seen C at the point his symptoms manifested themselves. And while she does identify those symptoms could be indicative of spinal pain I find her rationale for this to be somewhat speculative and relatively general in nature.

For example she suggests hip pain which C experienced in June 2024 was related to spinal pain. But that appears to be on the basis that it's "*common for lumbosacral spinal pain to be mistaken for hip pain on examination*". That may be the case but I don't think it helps evidence that actually happened here. The vet does identify more specifically that repeated discomfort from "*thoracolumbar spinal palpation*" wouldn't be present if the anal glands were the only issue. But while the notes from the time do reference this when C first presented in January 2025 it doesn't appear to be something that caused C repeated discomfort. On subsequent visits no spinal pain was identified.

Pinnacle suggested in response to our investigator's view C wouldn't have been in the level of discomfort he presented with if he'd only been impacted by an anal glands infection. However, it hasn't provided any further veterinary evidence in support of that. And my understanding is an anal glands infection could result in moderate to severe pain for a dog. I also note the comments Pinnacle has made about the medication C was prescribed with. But I don't think it's surprising this was done as there's no dispute C was in discomfort and the drug in question functions (in part) as a painkiller.

I've also listened to the phone call between Mr M and the specialist vet which Pinnacle referenced. I appreciate that vet does talk about "*previous spinal pain*" but it's unclear what timeframe she's talking about here. She also mentions an appointment from earlier in the year that was cancelled by Mr M. But there's no dispute that happened. That appointment was made in January 2025 when the cause of C's condition was still being investigated. It was cancelled when that was diagnosed as an anal glands infection meaning further investigation of the problem was no longer necessary. I don't think that shows C suffered from back pain prior to the policy being taken out.

Overall, taking all of the evidence into account, and on balance, I'm more persuaded by the opinion of C's own vet. In particular they examined C at the relevant times, they are specific and consistent about the cause of the issue C presented with and have given a clear rationale as to why that most likely resulted from an anal glands infection. It therefore follows I think Pinnacle was wrong to conclude C had suffered from back pain prior to the policy being taken out and shouldn't have included an exclusion for that.

Our investigator also said Pinnacle hadn't made clear to Mr C in March 2025 the exclusion for 'Spine / Disc problems' still applied to his policy. I agree it didn't but equally it didn't issue a new policy certificate showing there had been any change here. In any case given I've already found the exclusion shouldn't have been applied in the first place this doesn't make a difference to the outcome of the complaint.

### **Putting things right**

Pinnacle will need to remove the exclusion for spine and disc problems from the policy from the date it was added. It will need to consider the claim Mr M made against the remaining terms. If there are then further sums due to Mr M (beyond any amounts already paid) it will need to pay those to him. If Mr M has already paid those amounts Pinnacle will need to pay interest at 8% simple on those sums from the date Mr M made payment until the date of settlement. I also think the decline of his claim and the issues Pinnacle had already identified with its handling will have caused Mr M some avoidable distress and inconvenience. In recognition of that I think it's right Pinnacle also pays him £250.

If Pinnacle considers that it's required by HM Revenue & Customs to deduct income tax from any interest paid, it should tell Mr M how much it's taken off. It should also give him a tax deduction certificate if he asks for one so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

I've decided to uphold this complaint. Pinnacle Insurance Limited will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 April 2026.

James Park  
**Ombudsman**