Financial Ombudsman Service

complaint

Mrs R believes she was mis-sold her pet insurance policy, and that Pinnacle Insurance Plc gave her incorrect information. This led to a claim being declined.

background

Mrs R believed it was a Lifetime pet insurance policy she had bought online on 9 January 2015. On 1 April 2015 she visited the vet (for her dog's skin condition and upset stomach). The vet recommended she look at her policy. When she did this she found out that the policy was actually a 12 Month Per Condition policy. She called Pinnacle the same day and took out a Lifetime policy**.** The 12 Month policy was cancelled on 10 April 2015.

Mrs R later claimed for a skin condition (for which treatment was given between 27 May and 1 June 2015), but the claim was declined. This was because Pinnacle said it was 'pre-existing' when the Lifetime policy was taken out, and also outside the period of cover for the 12 Month Per Condition policy. Pinnacle applied exclusions to the policy for skin, respiratory and gastro-intestinal problems, which it said Mrs R hadn't disclosed when she took out the Lifetime policy.
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The adjudicator didn't think the complaint should be upheld. She felt that while going through the process of applying for the original policy, Mrs R should have made sure she was buying the policy she wanted. Information from Pinnacle shows that at the time of application, 'standard cover' had been selected. The adjudicator also felt that once Mrs R received her policy documentation, she could have reviewed all the documents – where the level of cover clearly appears on the front page of the certificate of insurance. If she had wanted to change the level of cover she had bought, she could then have done that at any time during the four months between purchasing the policy and when the vet suggested she look at the documents.

But Mrs R doesn't accept the adjudicator's view. She feels that the Per Condition policy was mis-sold, and she wants Pinnacle to remove the exclusions it put on the policy.

So this has come to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs R has sent us a screenshot of one page of the comparison website she went to, showing details of a Lifetime policy with a monthly premium of £9.83, and this is the one she thought she bought. She has said that that was the only one showing on the website. After she complained, Mrs R says Pinnacle told her it could look back and obtain evidence of what was showing on the website on the day she was searching for cover, however it has since said that's not possible. I can understand Mrs R's concern about that, but there's nothing to reasonably suggest that information about the other levels of cover on offer wasn't also available at the time.

In any case, after Mrs R obtained the quote online from the comparison website, she was redirected to Pinnacle's website, where she would have been required to re-select and confirm the cover she wanted. Pinnacle's records show the 'Standard' Per Condition level of cover, with a monthly premium of £8.96, was the one actually selected. Pinnacle has provided a screenshot of the monthly premium quotes listed for the various levels of cover available. It is only the first 3 which are clearly identified as offering Lifetime cover (one of them with a monthly premium of £9.83, which appears to be the one Mrs R originally saw on the comparison website). But the 'Standard' cover is clearly shown as only being Per Condition, and not Lifetime.

Pinnacle didn't make any recommendations or give Mrs R advice when she was buying the policy. And I'm satisfied the differences in the levels of cover were clearly set out in the information provided on Pinnacle's website. That means I don't agree that the policy was mis-sold. It appears it might, instead, have been an inadvertent error by Mrs R as she was working her way through the application process; but I can't hold Pinnacle responsible for that.

Mrs R says the online application processes have now changed. And she thinks that's to try to stop her complaint from succeeding. But I can't see that her concerns are justified, or that she has been prejudiced because of any changes that have since been made.

Pinnacle has given us several call recordings, including the one from 1 April, when Mrs R spoke with a representative about taking out Lifetime cover. I've listened to that call, and during the conversation Mrs R was clearly told it was not an upgrade, but a brand new policy that she was taking out. She was also asked about any conditions that the pet already had, and whether the pet had been to the vet for any reason apart from routine or preventative care. Nothing was declared, and Mrs R continued with the purchase. Mrs R was also told that taking the new policy would mean any conditions the dog already had wouldn't be covered.

The Lifetime policy that Mrs R took out specifically says that Pinnacle *'will not pay for any condition that has been investigated by a vet or is known to you prior to the policy start date'.* I'm satisfied Mrs R was made aware of that when she took the policy out. So, I don't think that Pinnacle has done anything wrong in declining her claim for a condition that was already being treated, or for adding exclusions for the pre-existing conditions. And because the Per Condition cover had already come to an end, it's not reasonable to expect Pinnacle to meet the claim under that policy.

So while I am very sorry Mrs R has had these difficulties, I don't think Pinnacle has done anything wrong.

my final decision

For the reasons I've given, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 22 January 2016.

Helen Moye
ombudsman