

complaint

Mrs C complains Pinnacle Insurance Plc added a term to her pet insurance policy to exclude cover for teeth and gum problems.

The background to this complaint and my provisional findings were set out in my provisional decision of September 2015 as follows;

“background

After looking into an unrelated claim, Pinnacle noted Mrs C’s animal had been diagnosed with slight gingivitis before she bought her policy. Pinnacle said if it had been told about this when the policy was sold it wouldn’t have offered cover for teeth and gum problems. So it sent Mrs C a new insurance certificate excluding treatment for teeth and gums. Unhappy, Mrs C complained.

Our adjudicator thought Mrs C’s complaint should be upheld. She felt the questions Pinnacle asked when it sold the policy weren’t clear. Pinnacle didn’t agree and ask for an ombudsman to review the case.

my provisional findings

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

When Mrs C bought her policy she was asked if she was aware of any condition that her cat may already have. She knew that her cat had been diagnosed with slight gingivitis by a vet at an annual check-up. So Mrs C should have answered ‘yes’.

I understand Mrs C’s vet said the note about gingivitis was an observation. But for the purposes of her policy a condition is any illness which Mrs C is aware of, whether diagnosed or not. It doesn’t matter whether Mrs C’s pet was ever treated for gingivitis. As she was aware of the condition, if she’d taken reasonable care she would have disclosed it. And if Pinnacle had been told then it would have excluded cover for teeth and gums. This means I think it was fair of Pinnacle to add the exclusion to the policy.

my provisional decision

My provisional decision is that I don’t think this complaint should be upheld.”

developments

Pinnacle replied to my provisional decision and said it had nothing to add.

Mrs C didn’t agree with my provisional decision. She said if she’d been asked whether the vet had made any observations about her cat’s health (including any conditions which had never been treated) it may have helped her remember to mention the gingivitis.

my findings

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

I know Mrs C is trying to take the best possible care of her cat but she was aware of the gingivitis. Whether treatment was given or not, Pinnacle was entitled to know about this condition. If Pinnacle had been told, it wouldn't have offered to cover Mrs C's cat for teeth and gums.

This means I think it's fair and reasonable for Pinnacle to have applied the exclusion to Mrs C's policy.

my final decision

My final decision is that I don't uphold Mrs C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 13 November 2015.

Sean Hamilton
ombudsman